IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION FOUR

CHURCH OF SCIENTOLOGY, INTERNATIONAL,
Plaintiff/Respondent,

vs.

GERALD ARMSTRONG,
Defendant/Appellant.

NO. A075027

CLERK'S TRANSCRIPT ON APPEAL
FROM A JUDGMENT MADE AND ENTERED
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
MARIN COUNTY COURTS

VOLUME 18

For the Plaintiff/Respondent:

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For the Defendant/Appellant (In Pro Per):

Gerald Armstrong
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San Anselmo, CA 94960

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

MARIN COUNTY COURTS

DEPARTMENT 1

CHURCH OF SCIENTOLOGY, INTERNATIONAL,)
Plaintiff,)
)
vs.)
)
GERALD ARMSTRONG,)
Defendant.)
)

No. 157680

GARY W. THOMAS	**JUDGE**
JOHN P. MONTGOMERY	**COURT EXECUTIVE OFFICER**
ELAINE PASSARIS	**REPORTER**

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,
Plaintiff,
v.
No. BC-052395

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California corporation, DOES 1
through 25, inclusive,
Defendants.
-------------------------------------/
and related cross actions.
-------------------------------------/

DEPOSITION OF GERALD ARMSTRONG

Volume VI - Pages 625 through 752

THURSDAY, AUGUST 18, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

MR. GREENE: Or did Armstrong?

MR. HERTZBERG: How did he know if Sine was taking notes if they were taking on the telephone?

I'm asking whether Mr. Armstrong took notes when he, Mr. Armstrong, first spoke to Mr. Sine.

THE WITNESS: No.

MR. HERTZBERG: Q. All right. Now, do you recall anything else, before we move to the next conversation, anything else that you said or Mr. Sine said in that initial call two or three months ago?

A. No.

Q. Was there a subsequent conversation that you had with Mr. Sine?

A. Yes.

Q. And when was that?

A. Not that long afterward, so again, May, June, maybe into July. I'm not certain right now.

Q. And was that in person with Mr. Sine or over the telephone?

A. It was in person, although there may have been a second call to set up a time for that purpose.

Q. Excluding that call to set it up, I'm interested in the in-person meeting now.

A. Right. It was in person.

Q. Where did that meeting take place?

A. In the law office.

Q. Of?

A. Of Ford Greene.

Q. I see. Was anyone else present?

A. No.

Q. Just you and Mr. Sine?

A. Yes.

Q. How long did that meeting take place?

A. Perhaps an hour.

Q. Is this the meeting that you characterized a few minutes ago as an interview?

A. Right.

Q. And you understood Mr. Sine to be a reporter for a newspaper?

MR. GREENE: Objection. That's been asked and answered.

MR. HERTZBERG: Fine. Withdraw it.

Q. Now, give me your best recollection of the subjects that were covered in the one-hour interview you had with Mr. Sine in Mr. Greene's office.

A. I gave him, I think at that time, a copy of what I call "I Declare." And there may have been other documents from the litigation, but I do not have a recollection of what they are at this point.

And I don't think that he read this at the time, or I have no information actually that he read it at all, but that's how -- that was part of my contribution to the interview.

He had already, when he met up with me, a pretty good understanding of the case, not of perhaps, you know, as much understanding as he acquired through time beyond that, but he already did.

So he asked me about the circumstances of my 1990 renunciation. And he asked about the settlement contract and where I was with regard to that.

So I described to him in a quite clipped fashion the circumstances and the events and the chronology of the 1990 period and then what happened subsequently and what, you know, where I was at in terms of the litigation generally.

involvement with the Church of Scientology that you would not discuss with him for any reason?

A. I would not have said it like that.

Q. I don't want you to speculate as to what you would or would not have said.

Do you, sitting here today, have a recollection of communicating the substance of what I posed in my question to Mr. Sine?

A. I -- no.

Q. And, in fact, Mr. Sine asked you questions, regardless of what background information he had about you, he asked you questions regarding your involvement with the Church of Scientology while you were a member of the church, did he not?

A. He could have.

Q. Is it your testimony that you do not recall one way or the other, is that your testimony?

A. Yeah, I do not know if he asked me any question about my involvement when I was inside the organization.

Q. Okay. Regardless of whether you can recall whether he asked you any such question, can you recall whether you spoke to him at any point during that meeting about your involvement with the Church of Scientology when you were a member?

A. My recollection is that the subject came up.

Q. Now, you testified that you gave Mr. Sine a copy of "I Declare."

A. Yes.

Q. What is "I Declare"?

A. "I Declare" is a declaration which I wrote in January of 1994.

Q. And when you say a declaration, do you mean, are you using the word declaration as lawyers use it for the equivalent of an affidavit or other sworn statement?

A. Broadly, yes.

Q. Yes?

A. And it has that form, yes.

Q. So it's sworn to under oath?

A. Right.

Q. Penalty of perjury?

A. Right.

Q. And what was the subject matter of "I Declare"?

A. It was in response to the allegations in the Armstrong IV complaint.

an attorney in what you call the Armstrong IV case. And therefore I'm not aware of whether the document you call "I Declare" is something that has been publicly filed or not. You're saying that --

A. Oh, okay, yes, it has.

Q. You also said that you spoke to Mr. Sine about the circumstances of the 1990 renunciation?

A. Right.

Q. All right. What do you mean when you refer to the 1990 renunciation?

A. This is a time and an act, or series of acts, by me in August of 1990 in which I transferred, gave away, relinquished control of certain assets and forgave debts that were owed me.

Q. And you also have testified that you spoke to Mr. Sine about the settlement contract in -- I believe, the settlement contract being an exhibit in this case -- you entered into an agreement with --

A. Yes.

Q. -- various Church of Scientology entities?

A. Yes.

MR. HERTZBERG: Off the record for one moment.

(Off the record.)

MR. HERTZBERG: Let's go back on the record.

Q. Mr. Armstrong, just so the record is clear, the settlement agreement that I'm referring to and I believe you're referring to is a document which has been previously marked as Exhibit 6 to this deposition; is that correct?

A. Right.

Q. Now, you said that in the course of discussing the settlement agreement with Mr. Sine you spoke about various aspects of it and also including where you were with regard to that.

What is it exactly that you discussed with Mr. Sine about Exhibit 6?

A. Yeah, I think that your preamble there was in error, and I'm not going to adopt that.

But I did -- my recollection is that he was aware of the fact that what underlay the Armstrong IV complaint were claims of breaches of these -- of the settlement agreement on which the

Scientology organization was claiming millions of dollars in liquidated damages.

I stated that, certainly at one point, that the settlement agreement was unenforceable from the start; and according to the language of the settlement agreement, it was absolutely impossible to live, live by it; and I realize it would have driven me absolutely nuts to even attempt. Nevertheless, I had tried to live by it and live within what I call the spirit of settlement, unless I arrived at a point where it simply was impossible and I had to take a stand and had to do -- take the acts, do the things that I ended up doing.

So that there were two aspects of it. One was that even if Scientology had not acted to do the things that it did in violation of the spirit of settlement and do acts as a direct threat to me and those things that I held important or sacred in life, that it was unenforceable on its face.

Q. And when you say you had to take a stand and undertake certain acts at a certain point in time, what stand did you tell -- what was it exactly, the gist of the stand that you were speaking about there?

A. That I had to stand up to what Scientology was attempting to do and how Scientology was attempting to use me. And I had to make a choice about to be used or not to be used. And my not -- my attempt to not be used and to not have myself act against what I held to be true and decent, I took the acts I took.

Q. And what acts were those?

A. Initially, I told Lawrence Heller that I was not going to -- that I could not do the things that he was asking me to do.

And then I began to, what I call research my rights, but also included the gathering together of resources or doing what was sensible in order to see what I could do.

So, initially, it was, you know, my communications with Larry Heller, and then it was communicate to Mike Flynn.

I began to put together what ultimately became my March 15, 1990 declaration. And that I began working on that. And I continued to communicate with the people in the world that I thought I should sensibly communicate with. It became a part of my life at that point.

PACIFIC SUN
Marin County, CA
29 June 94

Gagged again

Weird twist in Scientology lawsuit

BY RICK SINE

Gerald Armstrong of San Anselmo says God told him to give away everything he owns. Now Scientology wants the courts to force him to take it all back.

The next installment of a bizarre and byzantine legal war between Armstrong, a disillusioned ex-archivist for Scientology founder L. Ron Hubbard, and the quasi-religious organization is scheduled for a trial in Marin Superior Court in September.

The Marin case was spurred by Armstrong's decision in 1990 to take a vow of poverty, having asked God for guidance after Iraq invaded Kuwait. His most valuable possession at the time was a $500,000 house on the ridge above Sleepy Hollow in San Anselmo, which he gave away to a former lawyer.

But Scientology believes that Armstrong is really just hiding his property until the legal heat is off. The organization is suing in Marin to force Armstrong to take the property back—so that *Scientology* can get the property if it wins a separate lawsuit against Armstrong.

That second lawsuit, scheduled for a Los Angeles trial in November, arises from an earlier stage in the legal battle. It all started when Armstrong left Scientology in 1981, when he says he learned many of Hubbard's claims about his past were patently false. Scientology then sued Armstrong, claiming he stole some of his own biographical research that he had turned over to his lawyer. Armstrong sued back, claiming in court documents that after his defection Scientology employees had spied on him and even ran him down in a car.

"They want $50,000 every time I say the word 'scientology.' "

In 1984 a Los Angeles judge ruled that Armstrong had the right to take the documents. The judge labelled Hubbard "virtually a pathological liar" and ruled that the organization "harassed and abused those persons...whom it perceived as enemies." That decision was later affirmed on appeal. Two years later, Armstrong won $800,000 in the settlement of the countersuit. He built the San Anselmo house with part of the settlement money.

But the settlement had a nasty clause: It gagged Armstrong from saying anything to anyone outside his immediate family about his 17 years of dealings with Scientology. Now Scientology is suing Armstrong again, claiming that he has spoken out on numerous occasions, violating the settlement. Andrew Wilson, Scientology's lawyer, says his client will probably go after well over $1 million.

"Basically, they want fifty thousand dollars every time I say the word 'Scientology.' " Gerald Armstrong told the Sun. "My talking to you, that's fifty thousand dollars." Armstrong does not

continued on page 6

continued from page 5

deny that he's removed the gag several times. He also says he found it impossible to lead a normal life without discussing his past with friends and others.

Armstrong began aggressively violating the settlement early in 1990—before giving away his property—by defending himself in Scientology's failed appeal of the 1984 decision. In court documents Armstrong has said that he took this aggressive approach only because Scientology continued to attack him through false affidavits and negative publicity. Since then Armstrong has spilled the beans about Scientology to a Newsweek reporter. He's even begin working as a paralegal for his attorney, San Anselmo cult-buster Ford Greene.

Greene has claimed in repeated lawsuits that Armstrong was manipulated into the settlement by his attorney at the time, Michael Flynn, who also received money in the settlement for his own separate claim. Armstrong has declared in those same lawsuits that he reluctantly signed the settlement when Flynn told him that some 20 other anti-Scientology claimants were depending on him to sign. Furthermore, Armstrong has declared that Flynn told him the gag provisions were unenforceable, "not worth the paper they're printed on."

In court, Greene is arguing that the gag provision violates "public policy" by suppressing damaging facts about Scientology. But personally he is appalled by the notion that litigants can agree to zip up their traps as one of the stipulations of a settlement.

"The climate politically and judicially that we live in now in this country is so pro-business and so pro-money that those small persons who have voices that aren't backed by millions of dollars can be silenced. It's rude, and it's certainly anathema to the principles and rationale that underlie First Amendment free speech rights."

Scientology lawyer Andrew Wilson said Armstrong's claims of harassment by the religious group are "delusional" and "paranoid." And Wilson is little moved by Greene's conviction that justice is going to the highest bidder. "Gerald Armstrong sold those precious First Amendment rights that he now exalts. He sold out for thirty pieces of silver—eight hundred thousand dollars. Now he says, 'Oh no, I shouldn't have been allowed to do that....I want to keep the money and shoot my mouth off.' And there are cases that say you can contract away your First Amendment rights. I can make a deal with anybody I want not to say anything about it, and they can pay me. I gotta keep that deal."

Armstrong says that Scientology has "no prayer before any jury in this country of obtaining a judgment against me," because he believes the religious organization didn't keep that deal itself.

Even so, selling your rights to free speech may prove to be legal. In 1992 a Los Angeles judge handed down an injunction that allowed Armstrong to respond to a subpoena but kept him essentially gagged. Last month a state appellate court upheld that injunction. The matter finally will be settled in the November trial in Los Angeles.

PacificSun
THE NORTH BAY'S BEST EVERY WEEK
JULY 13 - JULY 19, 1994

San Francisco, CA

Letters

Alleged gagee

A couple of gaffes in "Gagged Again," (June 29, 1994). I guess, being the alleged gagee, I get to expurgate.

1. The L.A. judge in 1992 enjoined me *only* from "voluntarily assisting any person intending to make a claim, or litigating a claim" against the Scientology organization. He refused the organization's gargantuan effort to gag me. Many of people who have been defrauded or abused by Scientology and have legitimate claims against the organization, and most of this country's lawyers who ought to press their claims, have been intimidated out of litigating those claims, so I have rarely had to consider violating the injunction to help them. Everyone else I help with impunity.

2. Rick Sine omits a few good facts when he says that I gave away the Sleepy Hollow house to a former lawyer. The man is a longtime friend and has never been a former lawyer. We bought the house together, were both on title, and I simply transferred to him my interest. He has a family and should, as should everyone else, have a house.

3. What God actually said to me was, "Keep nothing. Give what you have to the poor. Take only what you need." That's what I did. There's nothing strange in that message, because God says exactly that to everyone. The only reason the leaders of Scientology don't believe the message is because they don't believe in God.

Gerry Armstrong
San Anselmo

Another sniveler

Wow! I'm impressed with the complexity of your article, "Gagged Again." How confusing! I'm really not sure what the beef is.

Mr. Armstrong sounds like a snivelling little boy who got found out for doing something illegal or unethical. Instead of taking responsibility for his "actions" he is "targeting" Hubbard and his very well-organized philosophy, Scientology.

As for Scientology, I've been impressed by what I see and read of its members actual application of it. Those I know are professionals from all walks of life and as a medical person I consider many as colleagues or friends. I'm in the business of getting people off drugs so Hubbard's research and drug-rehab programs interest me. We need more organizations like this so people can learn how to apply an ethical approach to their daily living and activities! That's what's really lacking.

With poorly researched and slanted journalism by all media on anything truly workable, it's a wonder the human race still walks upright. Mr. Armstrong you may have fooled the reporter, but you don't fool me!

Claudia Y. O'Flynn, R.N.
Petaluma

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

--o0o--

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California Not-For-Profit Religious Corporation,

Plaintiff,

vs.

GERALD ARMSTRONG, THE GERALD ARMSTRONG CORPORATION, a California Corporation, Does 1-25, inclusive,

Defendants.

Case No. BC-052395

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By: Rosalie E. Stefani
CSR No. 3215

night three additional names, media persons, whom you had contact with regarding Scientology between March of 1993 to the present?

A. Uh-huh.

Q. Can you tell me who those persons are?

A. One was a Jennifer Cone, and she is at the Recorder in San Francisco. And one -- I don't recall the name of the interviewer, but it was a radio show called Word-FM out of Pittsburgh. And another was a -- my recollection of the spelling is M-a-s-h-a-w, last name Nix, N-i-x. I think that's it, Mashaw Nix.

Q. Who is that, a man or a woman?

A. It's a woman.

Q. And what media was she affiliated with?

A. She said that she was with Disney.

Q. Disney what?

A. That she was with -- I think the Disney channel. So she was doing a television show called "You Be The Judge," and she invited me to be on You Be The Judge.

Q. When did that invitation come?

A. Yesterday.

Q. And have you accepted?

A. No.

Q. Did you decline?

A. Yes.

Q. Did you discuss the subject of Scientology with Mashaw Nix?

A. Yes.

Q. And what did you say to her with respect to that subject?

A. I said that I had been inside the organization and that I had worked with Hubbard and that the subject that she was interested in was -- I thought was not appropriate and not really related to the sort of information which I have and which my history with Scientology, which is more litigation intensive, that that was really it, but she was not particularly interested in my history and did not pursue it.

Q. What subject did Miss Nix tell you that she was interested in?

A. She was interested in what she called the -- the Presley-Jackson union.

Q. Did you discuss anything else with Miss Nix about your experience with Scientology other than what you have just testified to?

A. There was a -- I mentioned the period that I was involved and the period in which I worked with Hubbard and -- and the fact that I had done the research for the -- for the biography.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
Not-for-Profit Religious)
Corporation,)
Plaintiff,)
vs.) Case No. BC-052395
)
GERALD ARMSTRONG; THE GERALD)
ARMSTRONG CORPORATION, a)
California Corporation; Does 1-25)
inclusive,)
Defendants.)

CERTIFIED
COPY

DEPOSITION OF GERALD ARMSTRONG

Volume VIII

Pages 946 - 1063

THURSDAY, OCTOBER 20, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

Q. For the relevant time period, did you have any communications with Richard Behar?

A. No.

Q. For the relevant time period, did you have any communications of any kind with any other -- with any persons who you understood to be representatives of the media other than those persons you have already identified in your testimony?

A. Yes.

Q. With whom?

A. There is an individual by the name of Tom Voltz, V-o-l-t-z, I believe, from Switzerland who has Vaughn Young. I think that's all.

Q. For whom does Mr. Voltz work, so far as you know?

A. He has represented himself to me to be a writer working on a book.

Q. Did you first contact Mr. Voltz or did Mr. Voltz first contact you?

A. He contacted me.

Q. Do you know approximately when that occurred?

A. Perhaps two months ago.

Q. Did Mr. Voltz contact you orally or in writing?

A. I think it was in -- I think it was orally.

Q. Did he see you in person or speak to you on the telephone?

A. We've never met. He called.

Q. Have you had more than one conversation with Mr. Voltz?

A. Yes.

Q. On the occasion of the first conversation, what did Mr. Voltz say to you and what did you say to him as best you recall?

A. He told me that he was writing a book. He told me that he is a former Scientologist. He told me that he was involved in some way, which I do not specifically recall, in an ownership matter of the personality test used by the Scientology organization.

He wanted to know if I could help him regarding certain areas of interest or investigation in his book.

Subsequently, he faxed me a document or faxed me a letter which mentioned a number of areas of interest.

Q. I understand now, I think, that those were Mr. Voltz's communications to you in that first conversation.

What did you say in response?

A. I said that in certain areas I may be able to help him. And that's about what I -- what I recall. I don't recall if he had an interest in -- he knew of me already, but I don't know if he had an interest beyond that or if he asked me anything.

Q. Do you recall what areas you told Mr. Voltz that you might be able to help him in?

A. No.

Q. You have no recollection at all?

A. No.

Q. Did you tell him you might be able to help him with his book?

A. Not in the sense that I had certain documents which may help him, but I did not discuss actually helping him and his book. He had an interest in certain areas.

Q. Did you inform him that you had certain documents which might be helpful to him for his book?

A. I believe so.

Q. Did you subsequently send those documents to him?

A. I sent certain documents to him.

Q. What were those documents?

A. They were -- the ones that I recall specifically were Hubbard naval records, VA records and naval records.

Q. Do you remember any -- go ahead.

A. I have a vague recollection of sending him the Breckenridge decision and possibly the opinion of the Court of Appeal.

Q. Anything else that you sent him that you can recall?

A. Not that I can recall right now.

Q. Where did you receive the naval records that you sent to Mr. Voltz for his book?

A. They were part of my deposition in the Corydon case and I had them from that time. That's the source of them. Beyond that, I have something of an understanding of the sequence of events.

Q. In your --

A. As far as source of them, they originally came from --

Q. I think I understand your answer. You're saying that the copies that you sent to Mr. Voltz derived exclusively from exhibits to the Corydon deposition?

A. Right.

Q. Is it your testimony that you had no other copies of naval records from any other source?

A. Although I may have naval records from some other source, and I don't presently have a recollection of such a set of any others, the ones that I sent to him all came from that, from my deposition in Corydon.

Q. When you say may have some naval records from

PLAINTIFF'S EXHIBIT 52 GA
10/20/94

July 4, 1993

Lawrence Wollersheim
121 High Street
Golden, CO 80403

Via Fax (303)652-2945

Re: FACT

Dear Lawrence:

Happy Independence Day!

Initially I see my day-to-day involvement with Fact (which for a certain time I imagine will be mainly BBS activities) as minimal. I say this for two reasons: 1. I cannot logistically nor logically remove myself at this time from Ford's law office or even add a few minutes of daily time outside the office; 2. when I do move on from the law office being my maintime daily duty in life it is my desire to pursue in a concentrated fashion some of my projects which only I can pursue.

We may never have talked about these projects, but they are dear to my heart and I think socially vital, timely and overdue. One of these projects, the Organization of United Renunciants, aligns, in fact, with FACT because it addresses and attempts to resolve the psychologically coercive use and destructive effect of money; and money certainly plays a big part in coercion in most of its forms. OUR Program will at some point bring me into direct conflict with those who would want the present economic system to continue (which it is generally agreed are those who control and benefit extravagantly from it); although being in direct conflict with such people is not new to either of us. I mention this in addition to the fact of OUR existence in case you did not want that potential degree of political confrontation that close to you.

I have felt for some time that I will be given wordly fame first of all for being given the formula for the Unified Field (I hope that this is as funny for you as for me). I think that the Scientology conflict will be put in perspective by the formula, which cannot be separated from the other aspects of my life with their own literary and societal significance. In the hard literature realm, as I mentioned a couple of weeks back, I have registered a treatment of my Scientology experiences for motion picture purposes. I will now forward with a synopsis of the later years to possible producers. This project, I think, will be where many of my hours in the next couple of years will go, and will bring me into direct conflict with the Scientology organization on its beachhead in Hollywood.

Not finally, because I have projects stacked up for several lifetimes, but excitedly at least, there's the Runners Against Trash. Since you've so kindly included me in your projects, I'd like to offer you the Golden Franchise. All the trash you can carry, your own RAT Bag $_R$, fab flexibility, and what a way to meet babes. By mid-1994 the RATs should have the US white-gloved and be ready to take on Africa.

Well, anyway, I have other causes calling out to me for my time.

Which brings us to a what may be a golden opportunity: Vaughn Young. If he is not an org operative (and I have no reason to believe he is, other than the fact that he would be the perfect person to be an org operative if he were one) he may be the perfect person to work with you on the BBS in all of its aspects and applications.

Vaughn and Stacy have been out since 1989. They were both in the GO in PR and then worked on PR, publications, etc. Vaughn took over from me as the LRH Archivist after I left in December 1981, and in fact testified against me at my trial in 1984. He's computer literate, a top researcher, excellent writer, and wants to make a statement in his line of work; which happens to be your line of work. He has set up a BBS already, has time, works fast and is looking for work to work fast at.

I think that with a very few safeguards it could be a tremendous opportunity for Vaughn and for you and FACT. One of the safeguards is a briefing secrecy agreement, another is an employment agreement, and another is the bottom-line power resting in FACT's directors.

And that brings us to my foreseeable involvement. I believe the idea and the plan are courageous, creative and worthy, and I am glad to be able to play a role in FACT, no matter what that role is. I see that role for now being strategy, planning and consultation. I do not see me being on a payroll or being paid for what I can do to help at this time. Therefore I don't see being a signatory on a bank account as necessary or worth the paperwork. It's already a fact that FACT will collect my signature on documents considerably more valuable than checks, and my guess is you'd not want a signatory so geographically disjointed. I will certainly, for now at least, sign any checks made payable to me, for practically any figure, and if you think it's sensible right now for me to sign checks made payble to other people, I'll listen to your argument. But my areas of possibly useful expertise - research, logic, intuition, wisdom - I will give whenever they're asked for.

Here are Vaughn's data:

P.O. Box 233

Corona Del Mar, CA 92625

713 Marguerite
Corona Del Mar, CA 92625

(714)640-7151
BBS (714)640-1391 (lv msg for "TBA")

Regarding the Articles, By-Laws, Minutes, etc. I want to talk to Ford and another person and I hope to complete the meetings and my preparation of what I can answer and what questions I have by 7/6/93, at which time I will call you and we can discuss where we're at and the next step. I understand you're waiting on my signature and further involvement, and I have the firm intention of giving you my signature and being further involved and supporting your project, FACT.

With the best of good cheer,

G.

Gerry Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960

(415)456-8450

Hub Law (415)258-0360
FAX 456-5318

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

--o0o--

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California Not-For-Profit Religious Corporation,

Plaintiff,

vs.

GERALD ARMSTRONG, THE GERALD ARMSTRONG CORPORATION, a California Corporation, Does 1-25, inclusive,

Defendants.

Case No. BC-052395

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By: Rosalie E. Stefani
CSR No. 3215

Talks.

Q. Oh, it's the Pittsburgh radio station?

A. Right.

Q. Okay, I guess I'm radio illiterate, too.

MR. GREENE: Word is also the name of a software program that is related to computers.

MR. HERTZBERG: That must have been by inadvertent osmosis, I assure you.

THE WITNESS: So that radio program is what I was referring to.

MR. HERTZBERG: All right.

Q. Have you exhausted your recollection, then, of any presentations, oral presentations, between March and the present, March, 1993 and the present, on the subject of your involvement with the Church of Scientology?

A. Right.

Q. During the period between March, 1993 and the present did you submit a manuscript which you had titled "One Hell of a Story" to anybody?

A. Yes.

Q. To whom?

A. Well, although there -- there would be -- for privacy interests there would be some of them that I wouldn't -- won't get into, I submitted it to the copyright office, and I submitted it to the -- I think it's Writer's Guild, and I submitted a copy of it to ETV.

Q. When did you submit it to the copyright office?

A. It was probably July of 1993.

Q. And when did you submit it to ETV?

A. Within that same time period, maybe a few weeks later, something in that time.

Q. To your knowledge has the manuscript "One Hell of a Story" been published anywhere?

A. No.

Q. Does it recite your experiences in the Church of Scientology?

A. Yes.

Q. Now, with respect to your refusal to identify other persons I'm going to ask you the question again, because we have to make a record.

Other than the submission to ETV, to the copyright office and to the Writer's Guild, to whom did you furnish a copy of your manuscript titled "One Hell of a Story" between March, 1993 and the present?

MR. GREENE: I object based on privacy and based on first amendment associational rights.

MR. HERTZBERG: All right, are you instructing him not to answer?

I DECLARE

A Literary Work Created and Written
by
GERALD ARMSTRONG

I DECLARE
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I DECLARE

I, Gerald Armstrong, declare:

1. I am a defendant in the case of Church of Scientology International v. Gerald Armstrong, Michael Walton and The Gerald Armstrong Corporation, Marin Superior Court case no. 157680, filed July 23, 1993, hereinafter "Armstrong IV." I am making this declaration for all purposes, including the disposing of the Armstrong IV complaint, which, for literary purposes, is appended hereto as Exhibit A.

2. I am a defendant in the case of Church of Scientology International v. Gerald Armstrong and The Gerald Armstrong Corporation, Los Angeles Superior Court case no. BC 084642, hereinafter "Armstrong III," filed July 8, 1993. I am a defendant and cross-complainant in the case of Church of Scientology International v. Gerald Armstrong and The Gerald Armstrong Corporation, Los Angeles Superior Court, filed February 4, 1992, in Marin Superior Court as case no. 152229, and transferred March 20, 1992 to Los Angeles Superior Court and given case no. BC 052395, hereinafter "Armstrong II." I am the defendant and cross-complainant in the case of Church of Scientology of California and Mary Sue Hubbard v. Gerald Armstrong, Los Angeles Superior Court case no. C 420153, hereinafter "Armstrong I," filed August 2, 1982.

3. I am a writer, artist and philosopher. I am the founder of and present majority shareholder in The Gerald Armstrong Corporation, hereinafter "TGAC," also named as a

defendant in Armstrong II, III and IV. I am the sole office support of attorney Ford Greene in San Anselmo, California. Mr. Greene represents me in Armstrong IV, and, along with attorney Paul Morantz of Pacific Palisades, California, in I, II and III.

4. I was involved inside the Scientology organization, hereinafter the "organization," from 1969 through 1981 and held many staff positions in the Sea Org, Scientology's elite quasiparamilitary core. I gained a knowledge of organization policies and operations, worked closely for periods with the its founder and leader L. Ron Hubbard, and during my last two years inside did the research for a biography to be written about the man. I have detailed my organization experiences in many declarations and have testified in organization litigation in depositions and at trials approximately 55 days in probably 15 lawsuits from 1982 through 1993.

5. On June 20, 1984, following a lengthy bench trial in Armstrong I, LA Superior Court Judge Paul G. Breckenridge, Jr. issued a memorandum of intended decision, a copy of which is appended hereto as Exhibit B. Finding in my favor, he wrote, inter alia:

> "In addition to violating and abusing its own members civil rights, the organization over the years with its "Fair Game" doctrine has harassed and abused those persons not in the [organization] whom it perceives as enemies. The organization clearly is schizophrenic and paranoid, and this bizarre combination seems to be a

reflection of its founder LRH. The evidence portrays a man who has been virtually a pathological liar when it comes to his history, background and achievements. The writings and documents in evidence additionally reflect his egoism, greed, avarice, lust for power, and vindictiveness and aggressiveness against persons perceived by him to be disloyal or hostile." (Ex. B, at p. 8, l. 18)

On July 20, 1984 Judge Breckenridge ordered that his intended decision be deemed his statement of decision, and on August 10, 1984 entered it as judgment. The organization appealed.

6. On July 29, 1991 the California Court of Appeal, Second District, Division 3 issued its opinion, a copy of which is appended hereto as Exhibit C, affirming the Breckenridge decision. The Court of Appeal stated, inter alia, that the organization's "suppressive person declares" had "subjected Armstrong to the 'Fair Game Doctrine' of the [organization] which permits a suppressive person to be 'tricked, sued or lied to or destroyed...[or] deprived of property or injured by any means by any Scientologist....'" (Ex. C, Church of Scientology v. Armstrong, 283 Cal. Rptr. 917, at p. 920)

7. The Armstrong I cross-complaint, which, on the organization's motion had been bifurcated from the underlying case before the 1984 trial, settled in December, 1986. Armstrong II and III are breach of contract actions for damages and enforcement of the conditions of the central document in the

settlement entitled "Mutual Release of All Claims and Settlement Agreement," hereinafter the "settlement agreement," which the organization has attached as an exhibit to its Armstrong IV complaint, and which is appended hereto as Exhibit D.

8. I am an expert in the identification of the organization's fraudulent nature, practices and statements, and "fair game," the organization's fundamental philosophy and practice of opportunistic hatred, and I have testified as an expert in these areas. Because of what I know and my willingness to communicate freely to anyone who wants to hear, I am fair game's target. I have been subjected to the organization's cynical and dangerous legal and extralegal operations from 1982 to the present. I have documented dozens of instances of fair game in action toward me in my earlier declarations and oral testimony. See, for example, paragraphs 6 through 9 and 19 and 20 of my declaration of March 16, 1992, a copy of which is appended hereto as Exhibit E, filed in Armstrong II in Marin County in opposition to Scientology's motion for a preliminary injunction. The Armstrong IV lawsuit is another instance of fair game. It is based on the perjurious statements of organization lawyer Andrew H. Wilson. It is meritless and malicious.

9. The central charges of the Armstrong IV complaint are that: (a) beginning in February, 1990, and continuing until the present I wilfully and repeatedly violated the settlement agreement; (b) fearing that the organization would seek to collect the damages, which it claims to be due pursuant to the

settlement agreement's liquidated damages clause, I conspired with Michael Walton to fraudulently convey to him in August 1990 my interest in the real property situated at 707 Fawn Drive in Sleepy Hollow, Marin County, California, for the purpose of rendering myself "judgment-proof;" (c) in 1988 I transferred my material assets to TGAC at the time I embarked on a campaign to harass the organization with the intention of preventing the organization from collecting money from me pursuant to the liquidated damages clause, and that TGAC exists solely to make me judgment-proof; (d) in August, 1990 I transferred to Michael Walton cash and stock in TGAC with the intent to defraud the organization in the collection of its damages; and (e) the organization should get $4,800,000.00 for all this fraud.

10. I will deal first with certain specific averments in the complaint; then with certain material facts which the organization and its lawyer, Mr. Wilson, were aware of before filing the verified complaint, but which have been disregarded in favor of fakery; and finally I will provide additional material facts and documentation to fill in any gaps in the historical events and their context which underlie the complaint and support the conclusion, which to me is inevasible, that it is frivolous, malicious and should be dismissed.

11. Mr. Wilson states:

> "Armstrong, a former Church member who sought, by both litigation and covert means, to disrupt the activities of his former faith, displayed through the years an

> intense and abiding hatred for the Church, and an eagerness to annoy and harass his former co-religionists by spreading enmity and hatred among members and former members." (p. 2, 1.4)

The organization, as it has been and is operated, is not a church. It is neither a house of worship of God, nor a sanctuary for His children. Moreover, in Hubbard's claims of scientific verifiability for his prohibitive psychotherapy he insisted specifically that Scientology's efficacy did not, unlike religion, depend on faith. My Scientology involvement since I left from inside in 1981 has been with the organization's power structure; that is, the few who control all personnel, communication and finance units and decisions, the organization's litigation machine, intelligence and propaganda bureaus, its private investigators, and all of those segments' dirty tricks. My message has been that the power structure's policies and actions to harass and destroy labelled enemies, its doctrine of opportunistic hatred, and its spreading of enmity are not religious, not effective, and have only brought the organization and Hubbard inevitable ignomy. My message is that the only religious act in the world is forgiveness, that Hubbard lied when he defined forgiveness as "condemnation," that he miscalculated madly when he attempted to program himself with the idea that all men were his slaves, and then acted as if they were, and that the organization could just as easily be engaged in the emancipation of its members as their enslavement. I do not urge enmity among its members and former members even toward the policies and practices of defrauding and brutalizing the innocent, but do urge understanding and forgiveness. That I disrupt the power structure's activities - its rewriting of history, daily fraud, mockery of religion, use of the law to harass, assault on our justice system, abuse of the good, bullying of the weak, and intimidation of those who should be the weak's defenders - I admit. These antisocial activities will continue to be disrupted until the organization realizes that such activities simply don't work, and out of self-interest forsakes the litigation business, discontinues the war on the innocent, and either becomes religion or drops that immodest mantle. But the disruption flows only from the organization's own antisocial actions, which rebound on their manufacturer if any target stands up, doesn't duck and is willing to take a few hits. I have no intelligence bureau, propaganda apparatus, private investigators, litigation machine and no hundreds of millions to finance them. I have no fair game policy, and no underlings to implement it if I did have one. I have no lawyers willing to lie for a little lucre and no operatives to steal documents, frame judges, compromise jurors, trick, sue or destroy invented and then targeted "enemies." Scientology's power structure is a big, black pot desperately seeking kettles to tarnish.

12. Mr. Wilson states:

"[the organization] sought, with the Agreement, to end all of Armstrong's covert activities against it, along with the litigation itself." (p. 2, l. 9)

I had no covert activities against the organization. It is the organization with its army of agents, private investigators and lawyer cutouts which carries on its periculous, albeit ridiculous, covert war. Hubbard patterned his espionage apparatus on the system developed by Hitler's spy master, Reinhard Gehlen, and the power structure has continued Hubbard's dark and secret methods to this day. The organization did not seek to end the litigation with me, and has not sought to end its use of litigation to achieve its global antisocial goals. It sought to silence me with threats and eliminate my ability to defend myself by contracting away from me my own attorneys, Michael Flynn of Boston, Massachusetts and Contos & Bunch of Woodland Hills, California, who had represented me throughout the Armstrong I litigation, so that it could keep its litigation machine running, continue to obstruct justice, use the law to harass, deny redress to its victims, and steamroll its opposition. Hubbard and his organization had ruthlessly and unremittingly attacked Mr. Flynn, my good friend and the prime mover for seven years in a national effort to bring Scientology to justice, suing him some fifteen times, filing false bar complaints against him, infiltrating his office, stealing documents, framing him with the forgery of a $2,000,000 check, libeling him internationally, and, according to Mr. Flynn, attempting his assassination. The organization threatened his law practice, family and life, hurt his marriage, and finally forced him, in his desperation to end the attack and threats, to sign a contract with the organization to not help me should the organization attack me after the contract's signing. Even its own settlement agreement (Ex. D) belies the organization's claim that it sought to end the Armstrong I litigation. Paragraph 4B allows the organization, following the December, 1986 settlement, to maintain the appeal from the Breckenridge decision, while requiring me to obstruct justice by not opposing any future appeals. Coupled with the likewise illegal contracts requiring my attorneys to not represent me in any such future appeals or in any action by the organization to enforce the settlement agreement, the agreement's intended effect was to remove any opposition to the organization's litigation juggernaut. My attorneys' signing of the non-representation contracts is understandable and wholly excusable when the threat of the organization's attacks on them is understood.

13. Mr. Wilson states:

> "the Agreement contained carefully negotiated and agreed-upon confidentiality provisions and provisions prohibiting Armstrong from fomenting litigation against [the organization] by third parties." (Ex. A. p. 2, l. 12)

This is the big black pot feigning blindness by its layers of autogenous soot. The organization is very likely the most litigious entity this world has ever known. I have consistently done whatever I could to unfoment its litigation; in fact I have adjured it to get out of the litigation business completely, and to seek solutions to its problems through peaceful means and open and honest communication. So far it refuses to communicate with its targets, hides behind corrupt lawyers, and rejects openness and honesty in favor of luciferian litigiosity. Fomenting litigation is one of the organization's principal weapons in its war against its victims, its critics, the justice system and the world. The declaration of U.S. District Court Judge James M. Ideman dated June 17, 1993, a true copy of which is appended hereto as Exhibit F, shows one respected jurist's insight into the organization's abuse of the legal process and its fomentation of litigation:

> "[the organization's] noncompliance [with the Court's orders] has consisted of evasions, misrepresentations, broken promises and lies, but ultimately with refusal. As part of this scheme to not comply, the [organization has] undertaken a massive campaign of filing every conceivable motion (and some inconceivable) [Judge Ideman's parens in original] to disguise the true issue in these pretrial proceedings. Apparently viewing litigation as war, [the organization] by this tactic [has] had the effect of massively increasing the costs to the other parties, and, for a while, to the Court. The appointment of the Special Master 4 years ago has considerably relieved the burden to this Court. The scope of [the organization's] efforts have to be seen

> to be believed..... Yet it is almost all puffery -- motions without merit or substance." (Ex. F, p. 2, para 4, 5; filed June 21, 1993 in Religious Technology Center, Petitioner v. U.S. District Court, Respondent, David Mayo, Real Party in Interest, No. 93-70281 in the 9th Circuit Court of Appeals)

14. Mr. Wilson states:

> "In or about February, 1990, Armstrong began to take a series of actions which directly violated provisions of the Agreement." (Ex. A., p. 2, l. 20)

In the fall of 1989, at the time I received a series of threats from organization lawyer Lawrence E. Heller, and after enduring without response almost three years of post-settlement fair game, I came to the conclusion that by allowing myself to be intimidated by the threats I would be abetting the organization's obstruction of justice, and that I had an inalienable right, and arguably even a duty, regardless of whatever the settlement agreement said, to not obstruct justice. My first action, and my only action, in February, 1990, was to petition the California Court of Appeal, Second District, Division Three for permission to respond in the appeal, No. B 025920, from the 1984 Breckenridge decision, which the organization had been able to maintain during all the intervening years. At the same time I petitioned Division Four of the Second District for permission to respond in another appeal, No. B 038975, that the organization had taken from a 1988 Los Angeles Superior Court order granting the motion of contra-organization litigant Bent Corydon to unseal the Armstrong I court file , which had been sealed since the December, 1986 settlement. The organization opposed both petitions, Division Three granted the petition to respond in the appeal from Breckenridge, and I filed a reply in Division Four to the opposition in the unsealing appeal, supported by a declaration dated March 15, 1990, in which I detailed many of the organization's post settlement threats and attacks and stated my position regarding the unenforceability of several conditions of the settlement agreement. The March 15, 1990 declaration, along with the exhibits thereto, except for the Breckenridge decision (Ex. B to this declaration), is appended hereto as Exhibit G. Since my documents were filed openly in the appeals and served on all opposing counsel, the organization is fully aware of what I did in 1990, and that I had the Court of Appeal's permission to do it. Mr. Wilson's allegation that I began in February, 1990 to directly violate the settlement agreement contradicts an earlier allegation the organization and Mr. Wilson made in the Armstrong II pleadings. In the amended complaint filed June 4, 1992, a copy of which is appended hereto as Exhibit H, the organization states:

> "As soon as he finished spending the money he extracted from [the organization] as the price of his signature, in June, 1991, Armstrong began a systematic campaign to foment litigation against [the organization] by providing confidential information, copies of the

> Agreement, declarations, and "paralegal" assistance to litigants actively engaged in litigation against his former adversaries." (Ex. H, p. 2, l. 27).

The June, 1991 date would not work well in the organization's Armstrong IV fraudulent conveyance figment, so the February, 1990 starting date for my "violations" was fabricated. Similarly the allegation would not work that as soon as I had finished spending the settlement money I began whatever I did that the organization calls in its various documents a "systematic campaign." I could have spent the money; I could have fraudulently conveyed my assets; I couldn't have done both. I did neither. Nor did I begin a campaign, systematic or not, to foment litigation against any of the organization's entities.

15. Mr. Wilson states:

> "Fearing that [the organization] would seek to collect the liquidated damages owed by his breaches, Armstrong, ... fraudulently conveyed all of his property, including real property located in Marin County, cash, and personal property to defendants Michael Walton, the Gerald Armstrong Corporation, and Does 1-100, receiving no consideration in return." (Ex. A. p. 2, l. 22)

I have never feared the organization collecting damages of any kind against me, nor even its seeking to collect damages. I do have an undeniable concern that before it comes to its senses or saner minds prevail in the organization the power structure will have me assassinated or do something else diabolical and dangerous, and this has produced in me an awareness of threat and is a fact of my present psychological condition. These people are quite capable of violent and criminal acts, they are armed, and their head private investigator, Eugene M. Ingram, a former LAPD vice sergeant, who is reputed to have been busted from the force for pandering and taking payoffs from drug dealers, in 1984 threatened to put a bullet between my eyes, and in November, 1993 spread the rumor in broad daylight that I have AIDS. But I have never feared that the organization can win in court or ever be awarded damages against me. I do not believe any court in this country will order me to obstruct justice, not defend myself, nor even not profit monetarily from, much less communicate about, on-going, open-court lawsuits in which I have been sued for millions of dollars. The organization operates in pretended blindness to the way rational people view its litigiousness, its abuse of process, its greed and its suppression of its members' decent natures. My conveyance of 707 Fawn Drive to Michael Walton, my forgiving of debts owed to me, and my giving away of cash, personal effects and TGAC stock were not motivated by fear of the organization perhaps suing me and conceivably, although not beyond improbably, being awarded monetary damages in any such lawsuit. To the contrary, I believe that should any of the Armstrong II, III or IV cases go to trial I will be awarded attorney's fees, costs and damages, and that either the organization will agree to rescind the settlement agreement's unfair and unenforceable clauses or our courts will rule them illegal. I had believed throughout 1990 and 1991 that it was entirely likely that the organization would never sue me, even after attorney Heller's threats of litigation, since it had to know that it could never win in an uncompromised court, and that any lawsuit it might bring against me would only bring it further disgrace. I gave away my assets after a great deal of contemplation, which included acceptance of the fact that thereafter if I stood up against injustice I would have to stand up to the organization, and for that matter any organization, individual, army or nation, essentially penniless. My amended answer to the Armstrong II amended complaint, a copy of which is appended hereto as Exhibit I, filed and served on Mr. Wilson October 8, 1992, states:

> "Armstrong denies that he ever extracted money from the ORG. Armstrong denies that in June, 1991 he had finished spending his money. In August 1990 Armstrong had given away all his assets for reasons unrelated to the ORG, except that he evaluated that because the ORG committed so much harm with its billions of dollars there was no reason not to give his money away, and that it was better to combat the ORG's tyranny without money than not to combat it with wheelbarrow loads of it. Armstrong denies that in June, 1991 he began any campaign, provided any confidential information to anyone, copies of any agreement, declarations, and paralegal assistance to any litigants." (Ex. I. p. 3,

para. 3, l. 23)

I believe that in exchange for my willingness to renounce what were my worldly assets in August, 1990, I have received consideration far beyond what I imagined at the time. I could not and did not attempt to predict in August, 1990 what would happen in the years that have followed. I proceeded with the faith that our Creator was the Source of the idea of renunciation and that I could trust Him to guide me and care for all my needs. The subsequent years have shown me that my willingness flowed from His grace and that my trust was exceedingly well placed.

16. Mr. Wilson states:

> "Armstrong caused his own personal assets to be transferred to [TGAC] without adequate consideration in order to evade payment of his legal obligations, and defendant Armstrong has completely controlled, dominated, managed and operated [TGAC] since it incorporation for his own personal benefit." (Ex. A. p. 4, l. 15)
>
> "Armstrong transferred his material assets to [TGAC] in 1988, at the time of his embarkation on the campaign of harassment..., and with the intention of preventing [the organization] from obtaining monetary relief from Armstrong pursuant to the liquidated damages clause. Hence [TGAC] exists solely so that Armstrong may be "judgment proof." (Ex. A., p. 5, l. 3)

Again to make irrefutable facts fit his fraudulent conveyance fiction, Mr. Wilson has, frankly, fudged. I incorporated TGAC in 1987 and activated it at the beginning of 1988. At that time I also transferred to the corporation all my drawings and other artwork, writings, rights thereto, office equipment and supplies, and I provided startup capital. In exchange I received one hundred percent of TGAC's stock. Mr. Wilson's conclusion that one hundred percent ownership of the corporation which owned my products, rights to their commercial exploitation, plus office materiel was not adequate consideration for those products, rights and materiel, is dissemblingly dense. His allegation that I embarked in 1988 on a campaign of harassment is duplicitously daft. Yet this is utterly unsurprising standard Scientological operating procedure. Very simply, the organization requires its members and its lawyers to lie; and should they ever decide to stop lying, its members and lawyers become fair game. The only thing I did in 1988 regarding the organization was to remain silent in the face of its continuing post-settlement threats and attacks. Mr. Wilson's assertion that TGAC exists solely to make me judgment proof, if it were not being made by an officer of the court under the paw of the pestiferous power structure of this contumelious cult for its pernicious purposes of revenge, fair game, black propaganda, attack on my friends, waste of everyone's time, and my psychological and economic destruction, would just be faintly funniferous flapdoodle.

17. Mr. Wilson states:

"The consideration paid to Armstrong was fair, reasonable and adequate." (Ex. A., p. 7, l. 1)

I agree that the consideration was reasonable. The organization paid me as recompense for its fraud and abuse over the more than twelve years I devoted to L. Ron Hubbard and for the five years of fair game harassment after I left. It settled with me out of court in December, 1986 rather than face the trial of my Armstrong I cross-complaint, then set for March, 1987. It again defrauded me at the time of the settlement because it represented, through my attorney Michael Flynn, that it was discontinuing fair game and getting out of the litigation business. It did not pay me, nor did it even offer to pay me, to be fair game's willing victim and a tool the rest of my life in its abuse of our justice system and suppression of our brothers.

18. Mr. Wilson is aware of the truth behind his untruthful statements in the Armstrong IV complaint, but has chosen, in order to forward his client's malicious intentions, to ignore that truth. He is aware, as shown in paragraph 14 above, since he is an attorney of record in the case, that in the Armstrong II complaint the organization has claimed that in June, 1991 I began what it calls "a systematic campaign to foment litigation." Mr. Wilson, as shown in paragraph 15 above, is also aware that I stated in my answer in Armstrong II that I had given away my assets in August, 1990, for reasons unrelated to the organization. These reasons are in truth irrelevant to any of the organization's claims in any of the Armstrong cases, but incredibly have been made relevant by Mr. Wilson due to his

dishonest insistence, in order to justify his further harassment of me with the filing of Armstrong IV, that my renunciation was the product of some conspiracy to defraud the organization that pays him to attack me.

19. In my deposition in Armstrong II taken on July 22, 1992 by Mr. Wilson, pages 266 through 270 from the transcript of which are appended hereto as Exhibit J, the following exchanges occurred:

> (For clarity I have integrated into the quoted sections the corrections I made in the deposition transcripts in my review of my testimony pursuant to the California Code of Civil Procedure)
>
> "Q. (Mr. Wilson) How about this, why don't you just tell me, tell me the business of the Gerald Armstrong Corporation is.
>
> A. (Me) The Gerald Armstrong Corporation possesses a number of Gerald Armstrong's artistic and literary works, possesses rights to a number of his inventions and rights to certain formulas, and is in the business of bringing peace and exploiting its assets for commercial and peaceful purposes.
>
> Q. Okay. What does it do to exploit its assets for commercial purposes? Make anything, sell anything?
>
> A. It sells things and it makes things.
>
> Q. What does it make.
>
> A. It makes sculptures, cards, works of art, literary

works, campaigns.

Q. What campaigns does it make?

A. It is a contributor and possessor of certain rights within the group known as the Runners Against Trash and the same within the organization known as the Organization of United Renunciants.

Q. What is the Organization of United Renunciants?

A. It is an organization dedicated to the preservation of the world through peaceful means.

Q. What have the people in the organization renounced, if anything?

A. The people in the organization renounce money.

Q. Does that mean they give away their money?

A. They can if they want.

Q. Did you give away the money that the Church paid you in settlement?

A. Well, I'm, that's not a very well worded question, because I gave away all my assets including my money.

Q. When?

A. When? August 1990.

Q. Who did you give it to?

A. A number of people.

Q. Can you tell me who they are?

A. No.

Q. Did you give any of it to Michael Walton?

A. Yes.

Q. Why did you give it away?

A. Because I considered that I was guided to do so.

Q. By whom?

A. The Source of all that is.

Q. Who is that?

A. God.

Q. Now when God guided you to give away all your assets, did [H]e guide you to give them to particular people or did you make that decision?

A. I believe that I was guided each step of the way.

Q. Okay. When you say you gave it away, I take it you didn't receive anything in return in terms of monetary compensation?

A. Right.

Q. Can you tell me why you decided to give some of it to Michael Walton?

A. Because it was logical.

Q. Why?

A. And because I was so guided.

Q. Can you tell me what about it was logical?

A. I guess initially it's logical because he was a friend of mine in close proximity to me, and I believed that he had a need at that time." (Ex. J. p. 266, l. 12 - p. 269, l. 3)

20. In my deposition in Armstrong II taken on October 8, 1992 by Scientologist lawyer Laurie J. Bartilson, Mr. Wilson's

"Q. Did you transfer that large body of work to The Gerald Armstrong Corporation in August of 1990?

A. No. The Gerald Armstrong Corporation already owned those things.

Q. So was it The Gerald Armstrong Corporation transferring it away or the right to it away?

A. The Gerald Armstrong Corporation owned a number of things. I gave away the corporation. The corporation possessed a number of assets.

Q. So at the beginning -- at the end of the transaction the corporation still owned the assets, but different people owned The Gerald Armstrong Corporation?

A. Correct.

Q. You are still a part-owner President of The Gerald Armstrong Corporation, are you not?

A. I am now.

Q. But you were not in August of 1990?

A. Correct.

Q. You have since reacquired it?

A. Correct.

Q. How much of the stock do you presently own in The Gerald Armstrong Corporation?

A. Eighty." (Ex. L, p. 556, l. 14 - p. 557, l. 11)

22. In the deposition of Michael Walton in Armstrong II taken on February 23, 1993 by Mr. Wilson, pages 39 through 42 from the transcript of which are appended hereto as Exhibit M,

the following exchanges occurred:

"Q. (Mr. Wilson) And he's never transferred any property to you?

A. (Mr. Walton) Yes, he has.

Q. What has he transferred to you?

A. He transferred his interest in Fawn Drive to me.

Q. And what consideration did you pay him for that?

A. None.

Q. It was a gift?

A. Yes.

Q. And when did that occur?

A. I think it was around the time of the Desert Storm. I don't -- I really don't -- I'm not quite sure. I can tell you it was -- it was approximately a year before the -- No, I can't tell you that either. I'm really not sure.

Q. Do you know why he transferred it to you?

A. I know what he told me.

Q. What did he tell you?

A. I'm trying to remember it. Let me think about it and see if I can remember under what circumstances. I don't believe this has any relation to any representation. [G]erry told me that he'd had a vision from God.

Q. That's it?

A. That's the reason. That's when he divested of all the property that I know of." (Ex. M. p. 39, l. 9 - p. 40, l. 13)

23. On four days from the fall of 1991 through the spring of 1992 organization Scientologist attorney Kendrick Moxon, of Bowles and Moxon, attorneys of record in _Armstrong I_, _II_, _III_ and _IV_ took my deposition in _Religious Technology Center, Church of Scientology International and Church of Scientology of California v. Joseph A. Yanny_, Los Angeles Superior Court case no. BC 033035, known in the Scientology litigation arena as _Yanny II_. This case involved the organization's claim that Mr. Yanny, formerly one of its lawyers, was representing me in litigation against the organization. The claim was spurious, invented as a way to attack Mr. Yanny and me, and the case was dismissed by the Court before trial. The organization appealed and on January 11, 1994 the California Court of Appeal, Second Appellate District, Division Three affirmed the judgment of dismissal (B068261). During my deposition of March 17, 1992, pages 449 through 462 from the transcript of which are appended hereto as Exhibit N, the following exchanges occurred:

> "Q. (Mr. Moxon) Did Yanny ever give you any money? Has he ever given you any money.
>
> ....
>
> A. (Me) Mr. Yanny has bought some meals for me, Mr. Yanny has paid for parking. He has not given me any money other than that.
>
> THE REFEREE (Honorable Thomas T. Johnson): And you

stayed in his house?

A. Right

Q. Didn't he pay for you to come down to Los Angeles?

A. What that became was Mr. Yanny's purchase of stock in the Gerald Armstrong Corporation.

Q. Who owns the Gerald Armstrong Corporation?

....

A. The Gerald Armstrong Corporation is owned by stockholders, and I decline to divulge who all the stockholders are.

....

THE REFEREE: The testimony is that there is a corporation. I take it there have been questions in the past about the purpose of the corporation. There is testimony that there are shareholders. More than one shareholder I take it?

A. Yes, your Honor.

THE REFEREE: And that Mr. Yanny is a shareholder. Is Mr. Yanny a majority shareholder.

A. No.

THE REFEREE: Without saying who the shareholders are, how many shareholders are there?

A. I believe 12.

THE REFEREE: Are you a shareholder?

A. No, I'm not.

THE REFEREE: I'll sustain the objections to any further questions on this shareholdings. Is the corporation registered with the state of California?

A. Yes, your Honor.

THE REFEREE: How old is the corporation?

A. 1987.

THE REFEREE: Let's go on to something else.

....

Q. How much money did Yanny give you for stock in the Gerald Armstrong Corporation?

....

A. $1,000.

Q. When did he give it to you?

A. My recollection is July and August or September, 1991.

....

Q. How many shares did that give Mr. Yanny?

A. One.

Q. One share?

A. One.

Q. Do the shares have any specific value?

A. $1,000.

Q. Did anybody else give you $1,000 to but a share?

A. Yes.

....

THE REFEREE: What's the purpose of the inquiry?

MR. MOXON: The purpose is that I believe, and I would like to explore, whether or not money has been acquired by Mr. Armstrong through some improper means through a sham corporation that was established for the purpose of paying him off for his work in relation to the situation we're involved in, and potentially for his testimony.

....

THE REFEREE: Let me suggest another question. You can certainly ask him whether a share of stock was issued for the payments.

Q. Was a share of stock issued to Mr. Yanny?

A. It has his name on it. It has not been delivered to him yet.

Q. Why not?

I have not finished the artwork.

Q. Are you drawing the share?

A. No, the share is a printed share. Each share which I issue has artwork on it. And I have not had the opportunity and I have not ... been in a place to perform that artwork.

....

Q. How many shares of stock does this corporation possess?

A. One hundred.

Q. What does Yanny get in exchange for his share of stock.

A. One percent ownership in the corporation.

....

THE REFEREE: What the purpose of the corporation? Somebody went to the state and got permission to have a corporation. What's the purpose of the corporation?

A. The corporation provides philosophic services. The corporation owns all my literary and artistic works. It is my expectation that the corporation will become profitable and [ ] those people who have had the courage or wisdom to invest in the corporation, as a result of the profitability of the corporation, wealthy."

24. The idea of giving away my house, TGAC stock and other assets, and forgiving all debts owed me, came to me in August, 1990. This idea, which I consider Divinely inspired, came, I believe, in answer to my prayer during that period requesting guidance concerning humanity's condition, and specifically the then developing Middle East crisis following Iraq's August 2, 1990 invasion of Kuwait. I was moved by media reports of the invasion, the global tension, and the daily events of Desert Shield, and I sought to know what, if anything, God wanted me to do. The idea of renunciation of worldly wealth, although coming at that time as a surprise, and unclear as to the details for its accomplishment, was not altogether illogical because I had long recognized that money, greed and power motivated much of the madness that made human beings war against each other.

25. Renunciation first entered my consciousness when I was quite young, probably less than ten years old, during a period I attended Sunday School or Sunday services at the Anglican Church in Chilliwack, British Columbia, Canada where I was born and raised. An essential message of the Christian Gospel which I learned during that period of my life is the storing up of treasure, not in the world where it can be stolen, lost or destroyed, but in Heaven where it is kept safe eternally. My earliest recollection of a specific teaching on the subject, and one which has stayed with me throughout my life, is the story of the rich young man, reported in Matthew, Mark and Luke. The King James Bible, Chapter 19 of the Gospel According to St. Matthew, a copy of which is appended hereto as Exhibit O, contains the following passage:

> "And, behold, one came and said unto [Jesus], Good Master, what good thing shall I do, that I may have eternal life?
>
> And he said unto him, Why callest thou me good? there is none good but one, that is, God: but if thou wilt enter into life, keep the commandments.
>
> He saith unto him, Which? Jesus said, Thou shalt do no murder, Thou shalt not commit adultery, Thou shalt not steal, Thou shalt not bear false witness,
>
> Honour thy father and thy mother: and, Thou shalt love thy neighbour as thyself.
>
> The young man saith unto him, All these things

have I kept from my youth up: what lack I yet?

Jesus said unto him, If thou wilt be perfect, go and sell that thou hast, and give to the poor, and thou shalt have treasure in heaven: and come and follow me.

But when the young man heard that saying, he went away sorrowful: for he had great possessions.

Then said Jesus unto his disciples, Verily I say unto you, That a rich man shall hardly enter into the kingdom of heaven.

And again I say unto you, It is easier for a camel to go through the eye of a needle, than for a rich man to enter into the kingdom of God.

When his disciples heard it they were exceedingly amazed, saying, Who then can be saved?'

But Jesus beheld them, and said, unto them, With men this is impossible; but with God all things are possible.

Then answered Peter and said unto him, Behold, we have forsaken all, and followed thee; what shall we have therefore?

And Jesus said unto them, Verily I say unto you, That ye which have followed me, in the regeneration when the Son of man shall sit in the throne of his glory, ye also shall sit upon twelve thrones, judging the twelve tribes of Israel.

And every one that hath forsaken houses, or

> brethren, or sisters, or father, or mother, or wife, or children, or lands, for my name's sake shall receive an hundredfold, and shall inherit everlasting life.
>
> But many that are first shall be last; and the last shall be first." Ex. O, Matthew, 19, 16 - 30.

It was not until some time in 1983, more than a year after leaving the organization that I began to understand the wisdom of these words, and only in August, 1990 that I was led to follow them.

26. During my years inside the Scientology organization I was subjected to L. Ron Hubbard's very different philosophy and practices concerning treasure, value and his brand of ethics. In the few times he mentions God in his writings, Hubbard attempted to mock Him, and he ridiculed the thought of Heaven. In his "upper level" secret directives Hubbard wrote that Christ is an implant, a Scientology term meaning a fixed idea electronically installed by force and pain to control and suppress its human victim. In exchange for money paid for his pricey psychotherapy Hubbard promised the worldly treasures of increased IQ, better communication skills, power, physical health, and the ability to make even more money. Unable to deliver on these secular promises, however, Hubbard and his organization, in response to the thousands of people who have been defrauded and requested refunds pursuant to his "money-back guarantees," have employed an army of lawyers to con our courts with the idea that these representations are "religious" and the ill-gotten and often

extorted payments are "donations." Hubbard stated as his organization's financial "Governing Policy," MAKE MONEY.... MAKE MONEY. MAKE MORE MONEY. MAKE OTHER PEOPLE PRODUCE SO AS TO MAKE MONEY. The United States Tax Court thought this policy so noteworthy it quoted it in its official reports in Church of Scientology of California v. Commissioner of Internal Revenue, 83 TC 381 (1984) at 422. Hubbard and his organization justified their uncharitable policies and nature with a concept he called "rewarding downstats," which meant that the unable, infirm and poor should not be helped because helping such persons only rewarded them for being unable, infirm or poor. A related Hubbardian "truth" which permeated the organization was that people "pull in" the bad things which happen to them; that is, they bring upon themselves, or deserve, their difficulties or tragedies. This concept is used not only to excuse Hubbard and his organization's disregard for human suffering in all its forms, but to extol the suffering they have heaped on their "enemies." The attack on, for example, writer Paulette Cooper to ruin the woman (the organization's intelligence bureau under Hubbard's direction, in a scheme called "Operation Freakout," which had as its stated purpose to either get her imprisoned or driven insane, obtained through trickery her fingerprints on sheets of paper which were then used to send "anonymous" bomb threats to political figures) was right, "pro-survival" and "ethical," because Ms. Cooper pulled it in. While this idea supports the Scientological group psyche in its organization, and in the entity it presents as plaintiff and defendant in our courts, its policy, philosophy and psychology do not allow the application of the same idea to L. Ron Hubbard or to the power structure that replaced him after his death in January, 1986. It is forbidden inside the organization even to think a critical thought about Hubbard or Scientology, and grounds to be declared "fair game" to expound either the idea that perhaps he may have done something to pull in some of the names he's been called; e.g., bigamist, bully, charlatan, cheat, liar, megalomaniac, swindler, wife beater; or that just maybe some of the persons the organization attacks do not deserve it. This double and twisted standard that Hubbard implanted in the Scientological mind keeps the organization's employees and customers ignorant of wisdom and blind to the madness of their actions, words and appearance. But reasonable and rational non-Scientologists are not blind to these things, as shown herein in the Breckenridge decision (Ex. B) and the Ideman declaration (Ex. F). Hubbard was shrewd enough to understand that even to the brainwashed a persona of "egoism, greed [and] avarice" (Ex. B, p.9, 1.2) would trigger rejection; thus in public and in the legal arena he applauded his generosity and flatly denied the suggestion of inurement. In a public relations piece that went to every Scientologist in the world, and to any non-Scientologist who wanted one and many who didn't, he wrote that for all his work in saving mankind he was paid less than an average organization staff member. I was an average staff member during this assertion's international dissemination and I was paid between $4.30 and $17.20 per week. Hubbard paid himself untold millions. He had complete control of the organization and all organization bank accounts, and concocted amazing schemes for international money laundering; all while having his organization's personnel swear in civil litigation, criminal cases and official investigations that he had resigned as Scientology's director in 1966 and from that date had played no part in the organization's management. In keeping with his secret affirmations that "all men are my slaves," and "I have the right to use men's minds as I please," by which he programmed himself in the early days of his "development" of Dianetics and Scientology, he kept his workers impoverished while he ripped off millions illegally from the "charitable" corporations in which they labored. The new power structure has embarked on a glossy PR campaign in which it laments that all Scientology services aren't free and that it needs to charge what it does to "help create a safe and pleasant environment for everyone." A more accurate statement of the organization's fiscal philosophy is the article in the May 6, 1991 Time magazine, on the cover of which over an erupting octopodous monstrosity is blazoned "Scientology - Cult of Greed." I know personally a great number people who have been victimized, abused and ripped off and discarded for no other reason than to satisfy the power structure's avariciousness. It is my knowledge of this cult of greed and the threat its leaders think I am to their shaky house of fraud that has brought them and their attorneys to attack me so relentlessly. I acknowledge that it is possible to view the giving away of my possessions in 1990 as a reaction to the years of inculcation with Hubbardian greed and meanspiritedness; but I do not see it that way. Hubbard and his organization were never able to destroy in me my God-given nature. Even inside the organization, in circumstances which made charity, compassion and understanding dangerous activities, Hubbard and his enforcers were never able to achieve total suppression. They were not successful with me, and I believe it will be ultimately shown that they will not have been successful with anyone; nor is suppression of anyone by any regime, state or entity entirely successful. It is our God-given nature that brought every person into Scientology and the Sea Org, and willing to live, work, fight for a cause, and endure terrible abuse, without thought of profit, bank accounts, investments or retiring. In his abuse of that divine nature Hubbard proclaimed it a "high crime" to even discuss retiring with one's fellow Scientologist workers. My analysis is that the use of our highest nature by an individual or organization for purposes not in our best interest; that is to say, suppression, is not merely not religion, it is irreligion; and as irreligion it should be stood up to and seen for what it is. My position in the litigation is that by justice, law, this country's constitution, and God's Will, I am free to communicate that analysis in all the ways it can be said and by any means and media there are to say it.

27. I have considered myself a professional artist and

writer since 1984. In the fall of that year organization operatives broke into the trunk of my car and stole a book manuscript with original art I then valued at $50,000.00. I demanded my things returned to me but the organization denied possessing them. I have recently been advised by former organization executive Vicki Aznaran that during a time when she was involved organizationally with its present leader David Miscavige in operations against "enemies," he acknowledged the organization's theft of my manuscript and scoffed at my work's literature. Also in the fall of 1984 the "Armstrong Operation," in which the organization had used one of its covert agents, Los Angeles spy story writer Dan Sherman, to get close to me to set me up in a number of situations, culminated in my being videotaped in conversations with two other organization agents, David Kluge and Mike Rinder. At the end of 1984 I split up with my wife Jocelyn, who had escaped with me from the organization in December, 1981, and in early 1985 I travelled to Portland, Oregon for the trial of Julie Christofferson v. Scientology, Multnomah County, Oregon Circuit Court, Case No. A7704-05814. During my cross-examination at the trial in April, 1985, the Armstrong Operation videotapes and the fact that Sherman, Kluge and Rinder, who had been presenting themselves as my friends, afraid for their lives, and seeking my help to reform the organization's criminal nature, were actually covert operatives intent on destroying me, were "introduced" by organization lawyer, Earle Cooley,. In September, 1985 I moved to Boston and worked at the

Flynn, Joyce & Sheridan law firm until the December, 1986 settlement. The organization continued to run operations against me during this period, I continued to write and draw, allowed God to work on my mind and heart, and in 1986 founded a church.

28. In January, 1987 I moved to Oakland, California, and then purchased a home in the Berkeley-Oakland hills where I lived until 1989 when I purchased a new home in the same hills. During this period I wrote and drew and followed what I prayed was guidance. I set up and worked out of an office, on the urging of Michael Walton incorporated TGAC, started running and helped whomever I could. Although I knew the organization still viewed me as an enemy and had attacked me in various ways after the settlement I did not become substantially reinvolved with it in the legal arena until the fall of 1989, and spent virtually no time until then on organization-related matters. I became an accredited Teacher of God during this period, and also was given my first glimpse of the resolution of the economic problems facing the world. This glimpse, which I wrote into an essay entitled "A Crash Course in Speculation," a copy of which is appended hereto as Exhibit P, was a step toward my renunciation, which itself is, I believe, an incident of planetary salvation. My reinvolvement with Scientology is described in my declaration of March 15, 1990 (Ex. G hereto), my declaration of December 25, 1990, a copy of which is appended hereto as Exhibit Q, and in the boxes of documents filed in the four Armstrong cases. I filed the December 25, 1990 declaration as an appendix to a response

brief in the appeal (B 038975) of the order unsealing the Armstrong I court file for Bent Corydon.

29. I first met attorney Michael Walton in about April 1982, shortly after we both began working at the law firm of Feldsott, Lee and Van Gemert in Newport Beach, California. We became friends and stayed friends when I left southern California, moved to Portland, Boston and the Berkeley-Oakland hills. We spent many hours together through those years and talked for many hours about many things, including my art, writings, inventions and philosophic ideas, and we considered doing various projects together involving these products or ideas. Mr. Walton was familiar with my Scientology history and litigation, the organization had taken his deposition in Armstrong I, claiming it was needed because he was for some matters my administrative senior in the Feldsott firm, and he attended several days of my trial in 1984. He has represented me in literary and legal matters and I have consulted with him on a number of occasions since that time. Before becoming a lawyer he taught English in university, he is a writer, and for a period of time before the December, 1986 settlement, considered writing a book himself about Hubbard.

30. One of the things I did with the money I was given in settlement of Armstrong I was to form a partnership with Fairfax architects Rushton-Chartak and San Anselmo builders Grizzly Hill Construction to purchase a rare piece of property at 707 Fawn Drive in the unincorporated land of Marin County and build

thereon a spec house, hereinafter "Fawn." I provided the initial capital, the work was done and the house completed toward the end of 1989. At the same time an unusual phenomenon in the California half-million-or-so dollar house market occurred; it dried up and crashed. For me all of a sudden it made economic sense to buy Fawn myself. When that idea arose, the idea of hooking up with Mr. Walton and doing some of our often-discussed projects together also arose, and fairly naturally, because he had been thinking about leaving the south and Fawn was a reasonably big house which could sensibly contain his law office, my business, our respective companions and his one-year old son. We arrived at an arrangement which worked for both of us, I sold my East Bay house, and the five of us moved into Fawn in May, 1990. I made the down payment for the Fawn purchase and put enough cash into a joint checking account to cover a year's mortgage and utilities payments. Although to a Scientologist, the organization's lawyers or other similarly hard-nosed business persons it can certainly be argued that I put more than my share of capital into Mr. Walton's and my venture, in which it would also be mainly my creations or ideas which would be commercially developed, and that there is therefore something wrong, suspicious or even fraudulent in so doing, to me these actions rather reflect rightness and probity. I was dedicated to my work being God's and to doing some creative projects with Mr. Walton, I had generally had a something different from ungenerous nature, and I knew, as expressed in my 1989 essay "A Crash Course in

Speculation," that money has no value. I don't deny that renunciation has significantly altered my numismatic largess.

31. Within a month or so of the move into Fawn, Mr. Walton's friend Jody and their son Dylan moved out, we got our offices functioning and spent a lot of time getting the house and yard functioning. I ran, and with my helpmeet Lorien Phippeny developed into demonstrated workability a program to have the world's runners clean the planet of its street litter. I joined a running club and bought a mountain bike. Before the move to Marin County Mr. Walton had already agreed to represent me in the organization's appeal (B 025920) from the Breckenridge decision, permission to respond in which I had already obtained from the Court of Appeal in February, 1990, and we filed a Respondent's Brief on July 9, 1990.

32. Also in February, 1990 I received an invitation from the IRS to discuss my 1987 tax return. The discussion did occur, the IRS issued an Information Document Request, and I responded on April 24 with a book which I have given the working title Auditing Gerald Armstrong. A copy of the manuscript along with its supporting documents, except for those which are already exhibits to this declaration, is appended hereto as Exhibit R. This complete book was produced by me on March 10, 1993 in attorney Wilson's office pursuant to the organization's request for production in Armstrong II. Mr. Wilson and the organization were therefore aware of the following facts from the Auditing GA manuscript before they filed the Armstrong IV complaint:

A. That I had written "A Crash Course in Speculation;"

B. That in July, 1987 I had offered to the captors then holding several hostages in Lebanon my interest in my house, and for that matter my life, without monetary consideration, and for reasons unrelated to the organization;

C. That in the summer, 1989 edition of Common Ground I had offered my philotherapeutic sessions at no cost;

D. That Nancy Rodes had declared under penalty of perjury on November 28, 1989 that she knew me to be a religious figure and had been my hagiographer since 1984; and,

E. That TGAC has never existed solely so that I may be "judgment proof."

33. Even though I was aware of Jesus's admonition to his disciples to not be troubled by wars and rumors of wars (Mark 13, 7; Luke 21,9), I was undeniably affected by the media images of Desert Shield as it built into Desert Storm and the international diplomatic drama that accompanied the military operations. I had already been moved, I felt, to enter the political and sociological landscapes, as, I believe, is shown by the letter to the captors, "Crash Course" and their recipients lists. I had also considered and argued in these other political matters - the hostages, the economy - that something could be done about them, and that what I thought could be done was, at least on paper, a better idea. It was not out of the ordinary or out of character, therefore, for me to consider that I could do something about Desert Shield, Desert Storm or the whole blessed Middle East. It

was at that time that the idea came to me to give away my worldly possessions and to give myself to the cause of peace. After some thought, I transferred my interest in Fawn to Mr. Walton, divided my one hundred percent ownership of TGAC equally between my friends Nancy Rodes, Michael Douglas, Lorien and Mr. Walton, and forgave all debts owed to me. I knew by this time that our Source is also the source of everything, including money, and that He would provide for me all that I would need to carry out His work. I also was fully aware that I was engaged with the organization on the legal battlefield, and, although I was confident of the outcome, I had no idea what would happen on the road toward that day. I recognized that the organization's ruling clique was motivated by the same forces of money, greed and power that made men war against each other and that my renunciation was spiritually directed at bringing peace for the organization no less than the rest of the world. And, as I stated above, I accepted the fact that should my legal battle with the organization continue I would more likely than conceivably litigate indeed in forma pauperis. I communicated my decisions to everyone directly affected by them, took care of the paperwork needed to make the decisions legally effective, and tied up various loose ends. It became clear to me that the renunciation had left me unattached and free to travel wherever I was called should I be. I gave my car to Lorien, but she returned it, and we took a trip together during September through the western states and British Columbia to develop a sociological concept that had come to me. When we returned to California Lorien moved to Santa Cruz and I, not then being called to go elsewhere, stayed at Fawn where I worked on some house and grounds projects, continued to maintain TGAC's office, and kept picking up trash. I also came up with what I thought was a good plan for resolving the Middle East crisis and I communicated this plan to various media and certain leaders or envoys I thought were in positions to do something about it. In my letter to Saddam Hussein of November 1, 1990 I offered, as I had with the Lebanese captors in 1987, to exchange myself for the hostages then being held in Iraq; but I did not sweeten the deal with my interest in a house, as I done in the earlier offer, because I had already conveyed it to Mr. Walton. Copies of this letter, my November 7, 1990 letter and list of addressees to which they went, my December 10, 1990 and January 10, 1991 letters are appended hereto as Exhibit S.

34. On December 28, 1990 I filed a response brief and appendix (Ex. Q hereto) in the B 038975 appeal (see paras. 14 and 28 above). On December 31, Mr. Walton married Solina Behbehani, and she and her teenage son Sephy moved into Fawn. Oral argument in the two appeals, B 025920 and B 038975 was heard on February 20, 1991. At some point during the months following my renunciation it became clear to me that I would go in the world wherever my help was asked for, and, as much as was sensibly safe, courteous and wise, provide my help without monetary remuneration. Initially only Mr. Walton asked for my help so I

had no reason to leave Fawn. Then Nancy Rodes asked me to help her complete and clean a house she had built in the Oakland hills, which I did through the spring of 1991. This worked well because she was broke and I worked for free. I returned to Fawn for a couple of weeks to complete a painting project I'd started earlier, then travelled to British Columbia for my parents' fiftieth wedding anniversary. While in B.C. I received a call from Malcolm Nothling in Johannesburg, South Africa who asked for my help in a lawsuit he had brought against the organization which was then set for trial in August. He said he had not been able to find anyone else in the world willing to testify about the organization's policies and practices. Having already put the organization on notice in February, 1990 that I considered the restrictions of the settlement agreement unenforceable, and after listening to Mr. Nothling's story, and because he asked, I agreed to help him. I told him, however, that I wanted first to see if his situation could be resolved peacefully without the waste and hatred which seem to be the hallmarks of the organization's legal confrontations. A copy of my effort, a letter to attorney Eric Lieberman, who represented the organization in the Armstrong I appeal and in many of its appellate matters, is appended hereto as Exhibit T. Mr. Lieberman sent me a letter rejecting my peace proposal, I flew to Johannesburg and helped Mr. Nothling, but did not testify because the organization was able to obtain a postponement of the trial.

35. Soon after my arrival back from Canada and just before

leaving for Johannesburg I got a call from attorney Joseph Yanny, who'd become a good friend over the previous year or more, and who had come into the case of Richard and Vicki Aznaran v. Scientology, US District Court for the Central District of California case no. CV-88-1786-JMI, after the Aznarans were tricked by the organization into firing their lawyer of more than two years, Ford Greene. The organization had immediately filed a mountain of summary judgment and other motions. Mr. Yanny said he needed my help. I travelled to Los Angeles in the few days I had before I was scheduled to fly to South Africa, on July 16 wrote a declaration, a copy of which is appended hereto as Exhibit U, concerning the effect of the 1986 "global settlement" on litigants against the organization and in the legal community, and generally helped out in the moral support department. Mr. Yanny is a member of my church and we have talked many times over the past few years on matters of the soul.

36. As I was leaving for South Africa I learned from Mr. Yanny that the organization had sued him for allegedly inducing me to breach the settlement agreement. In response to that charge, between planes in New York I wrote a declaration dated July 19, 1991, a copy of which is appended hereto as Exhibit V, in which I stated my philosophy regarding my calling to help.

> "But more than a desire to protect myself or right the organization's unjust acts towards me, however, I helped Mr. Yanny for the simple reason that he asked. I will do the same for anyone....It is not only the

> right of all men to respond to requests for help, it is our essence. If I was induced, therefore, to help Mr. Yanny, or anyone else, it was our Creator Who induced me."

The organization's lawsuit against Mr. Yanny actually claimed that he was representing me in Scientology-related litigation, which was, the organization also claimed, since he had for a period of time represented it in various matters, a breach of his continuing duty to it. Although I had consulted Mr. Yanny regarding some of my literary and artistic products and ideas, he had never represented me in any litigation and I had never consulted him about my organization legal battle. The organization's allegation that he represented me had no basis in fact and the complaint was dismissed.

37. While I was in South Africa the California Court of Appeal on July 29, 1991 affirmed the Breckenridge decision, and I learned that Judge Ideman in the US District Court had reinstated Ford Greene as counsel for the Aznarans. When I arrived back in the US I returned to Fawn and a day or so later dropped by Mr. Greene's office, which, as Heaven would have it, is maybe two and a half miles away in uptown San Anselmo. It became instantly clear that Mr. Greene, in a very tangible way, as much as anyone else in the world, really did need my help. He faced the Everest of motions, which the organization had filed when the Aznarans were lawyerless, with no time, no staff, no sleep, little organization, hopelessly in debt, hounded by creditors, his own

car held by a creditor garage. Again I achieved near perfect economic symbiosis: he had no money and I worked for free. To render it a truly irrefusible deal, I had wheels. I knew my way around a law office, had something of a history of document assembly, could run a photocopier, stapler and hole punch, answer a phone, and had an adequate command of the Canadian language. I was blessed with an understanding of the cultic manufacturers of the paper mountains that threatened to crush Mr. Greene, his office, and the Aznarans along with them. And I recognized that Mr. Greene, in spite of whatever had brought him to the point of desperation where he truly needed my kind of help, had a really good mind and heart, a unique talent, was, as I had begun to see we are, guided, and with great luck and hard work might survive. So I've been working with him, as his sole office support, since August 15, 1991. We have both survived, worked hard, taken a few hits, and Mr. Greene can now afford to pay me something and does. When things were really lean some other good friends have loaned me money, TGAC sold a couple of shares to still others, and always money has arrived, as God would have it, in His unmistakably mysterious ways. Mr. Greene has successfully defended me in the four cases the organization maintains against me and has helped me as I have helped him.

38. Immediately upon my return from South Africa I received a copy of a lawsuit the organization had filed August 12, 1991 against seventeen named United States agents, Church of Scientology International v. Xanthos, et al., US District Court

for the Central District of California, No. CV-91-4301 SVW(Tx). Included in the complaint, a copy of which is appended hereto as Exhibit W, was the allegation that:

> "The infiltration of the Church was planned as an undercover operation by the LA CID (Criminal Investigation Division of the IRS) along with former Church member Gerald Armstrong, who planned to seed church files with forged documents which the IRS could seize in a raid. The CID actually planned to assist Armstrong in taking over the Church of Scientology hierarchy which would then turn over all Church documents to the IRS for their investigation." (Ex. W. P. 14, l. 3)

Although I had seen this organization attack line in many forms and venues since 1985, this 1991 charge signaled to me that the organization was not about to peacefully end its legal and psychological war in which I was one of its most hated enemies. In recognition of that fact as well as logistical reasons I moved out of Fawn and into Mr. Greene's law office at the same time as I started working with him. Mr. Walton and I had already picked up organization surveillance at Fawn, his stepson Sephy was very troubled by the threat he perceived, everyone in the house felt threatened to some degree by the organization, and I did not want to bring any danger to this family, who were my dear friends and completely uninvolved with my Scientology conflict.

39. When I began working with Mr. Greene I almost

immediately picked up surveillance, and very shortly thereafter the organization began to attack with declarations and motions filed in the Aznaran case, accusing me of violating various court orders, illegal activities and acting as Mr. Yanny's covert agent in Mr. Greene's office. In response to this paper onslaught, on September 3, 1991 I wrote a declaration, a copy of which is appended hereto as Exhibit X, which was filed by Mr. Greene in Aznaran.

40. On October 3, 1991 the organization filed a motion in Armstrong I to enforce the settlement agreement, I opposed, and on December 23 at a hearing where I was represented by attorney Toby Plevin, Los Angeles Superior Court Judge Bruce R. Geernaert denied the motion. Judge Geernaert was familiar with the case, having inherited it after Judge Breckenridge's retirement and having unsealed the file on Bent Corydon's motion. On February 4, 1992 the organization filed Armstrong II in Marin County and on March 20 it was transferred to Los Angeles Superior Court. The organization brought a motion to enjoin me from violating the settlement and on May 28, 1992 Judge Ronald M. Sohigian entered a partial injunction, a copy of which is appended hereto as Exhibit Y, prohibiting me from assisting litigant claimants against the organization, but refusing to prohibit me from doing anything else the organization might consider settlement agreement violations. I filed an appeal from the Sohigian injunction, Scientology v. Armstrong, No. B 069450 in the California Court of Appeal, Second Appellate District, Division Four. At this date

the appeal has been fully briefed and is awaiting the scheduling of oral argument.

41. In October, 1992, stirred by the imminent national election, I came up with a plan for inspiring the peaceful transformation of the nation's, and the world's, economic system through the Organization of United Renunciants, hereinafter "OUR," which I had conceived of and founded some time earlier. I wrote a series of short essays on the plan and the thought underlying it and sent a pack of these materials to several political and media persons. A copy of OUR basic pack, including the list of its initial recipients, is appended hereto as Exhibit Z. In one of the essays entitled "OUR Deadline" I wrote:

> "George Bush's deadly deadline to Saddam Hussein gave me the idea of issuing OUR deadline. The fact that it was OUR deadline resulted in the Organization of United Renunciants. Organizing renunciants made sense because I had, in August 1990, as a result of understanding the Persian Gulf crisis, and accepting the idea of renunciation as guidance, given away all my money, real estate, paper holdings and personal effects and forgiven all debts owed me."

42. On November 11, 1992 the Marin Independent Journal published an article entitled "Is money the root of problems? Critic of cash, credit urges monetary abolition," a copy of which is appended hereto as Exhibit AA, dealing in manifestly good humor with my economic idea and OUR plan for its implementation.

IJ reporter Richard Polito writes:

> "Fellow renunciants will renounce all cash and credit, stop taking money, forgive all their debts and stop keeping financial records.
>
> The critic of credit has already put his money where his doubts are. He gave it all away. And it was more than pocket change.
>
> Armstrong won an $800,000 settlement in a harassment suit against the Church of Scientology six years ago." (Ex. AA)

43. Because the *Nothling* case was then set to go to trial in February, 1993, on December 22, 1992 I again wrote to the organization to see if a communication from me could initiate a peace process. A copy of my letter, addressed to David Miscavige, the person who in every sense can order anything within the organization or its corporate, financial or legal affairs anywhere in the world and enforce compliance with all such orders, is attached hereto as Exhibit BB. I sent copies of the letter to an extensive list of people I thought should be apprised of its content. Having been accused by the organization so stridently for more than a year of "fomenting litigation" against it, I made a special point and, I think, an honest effort, in this letter, and in my other communications, to unfoment its litigation. I include in the letter a statement of an aspect of my belief, which, I believe, is central to understanding the organization's conflict with me.

> "I believe that everyone will become a person of good will, that everyone already is, has been and will forever be, that there is progress and perfection, hope and reason, that to know who we are we must accept the truth of our relationship to our Creator, that all about us that we made is illusion, that we have reason to be grateful that is so, that our Creator, God, our Father Loves us in the same Love by which He created us and holds us always safe and always loved in that Love, that we, His children, are one and One with Him, that the means by which He is remembered, and hence our relationship, and hence who we are, and hence what we know, is forgiveness, that forgiveness is the recognizing of illusion for what it is, that creation is our nature, and that everything is all there is." (Ex. BB, p. 10)

The organization appears in its statements and efforts to view me as competition in what it claims as its niche, which it calls "applied religious philosophy," in what it apparently perceives as the salvation market. Appended hereto as Exhibit CC, for example is a copy of an organization directive in which I am labelled a "squirrel," a hate word the organization uses for people it considers its competition. Hence it seeks to destroy my reputation and resorts to outrageous legal shenanigans to have me judicially silenced. In truth, although some of what I say or do could be construed as applied religious philosophy, I have never used this description. I do not compete with Scientology for anything, and certainly not for its paying customers. I promote the philosophy that salvation is free, and the organization promotes a philosophy that says that the only workable means of salvation costs a certain, and generally escalating, quantity of money, or, for its employees, a certain number of years of labor, and that the organization possesses and owns said only workable means and the only workable delivery system. My philosophy is owned by everyone, and the living God is its Source, as He is of everything. Scientology proclaims that its deceased leader L. Ron Hubbard is salvation's source. I neither sell nor use the organization's philosophy and my delivery system is different in every way from the organization's. If people want to pay for salvation and take something not indistinguishable from a significant amount of time getting saved they can go to Scientology. Those who want immediate salvation without any sacrifice or cost whatsoever can come to me. The organization does not even accept as customers anyone who believes that salvation is available right now without sacrifice, so I am in no way a competitor. The organization banks on the idea that there people who want to pay money for salvation, so it promotes to that paying public. I bank on the idea that we're already saved, so for Heaven's sake don't spend good money on it. Since I am not looking for anyone who wants to pay for salvation, and do not even consider that if someone feels he wants to pay for it I have something to sell him, I truly am not in competition with the organization. There are, admittedly, probably more people who want salvation to be free than there are who want to pay for it, but that is just the way Providence has dealt out preferences for freedom versus cost. Also admittedly, in a strictly business sense my philosophy has another undeniable advantage because in this world everyone can afford the salvation I offer; whereas those who can afford Scientology's road to salvation, without even taking into account the desire to devote the time the organization says is required, are considerably fewer in number. But the organization enjoys certain advantages as well because of its administrative structure and technology; for example, its policy prohibiting its customers from mixing practices. Once people become Scientology's customers the organization will not permit any to come to me to be saved and continue on its salvation program, what it calls the "bridge to total freedom." In fact the persons I had saved would not even be allowed to continue to hang out with their Scientologist friends, and those Scientologists would be prohibited from hanging out with their former friends once I've saved them. Those kinds of prohibition wouldn't work well in my delivery system, so anyone I save is at liberty to jump ship and take up Scientology's cross, and still, as far as I and my philosophy are concerned, hang out with me or anyone else in the world. This does not put a great strain on me, it's true, because in my system, as stated above, salvation doesn't take time, nor does it have to be repeated. There is, of course, the matter of the other people the organization also rejects and refuses to save even if they could afford the program; for example, drug users, the mentally ill, convicted felons, present criminals, shock victims, critics, people declared suppressive persons and people connected to people declared suppressive persons. Thus there may be some crossovers, but it is silly of the organization to complain because I save those souls it rejects. By its Suppressive Person Declares in 1982 (see, Ex. C, p. 920), the settlement agreement in 1986 (Ex. D), and its lawsuits to enforce the agreement up to present time, the organization has sought to prevent me from having access to its means of salvation and delivery system. The settlement agreement required that I

> "never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization." (Ex.D at p. 10)

If persons are rejected by Scientology because they had a criminal conviction, took LSD, testified truthfully in organization litigation, are crazy, or were, as I had been, declared a suppressive person, and such persons still want salvation, they can come to me. I save everyone and believe there is nothing anyone can do to prevent his being saved. I simply do it for free, whereas the organization charges its customers to do it to them. Clearly, Scientology has its public and its market and I have mine. I do not advertise to those who want to pay for salvation so there is no way I can possibly threaten the organization's customer pool. In fact I don't advertise even to those who want salvation at no cost, but simply trust that God will lead to me, without charge, those people I am to save. If Scientology moved into my field and started saving people without cost of any kind, it would conceivably have a reason to view me as competition and consequently would have an excuse to ruin my reputation and have me judicially restrained from practicing my profession. I think that if the organization really were to move into my technological field, however, it would see that it's wide open and there are more than plenty of customers who don't want to pay for salvation, can't, or both, to go around. I tried the organization's philosophy for a meaningful number of years, and because I am intellectually sound, observant, trained in wisdom, and willing to talk and testify about my observations and can form reasoned opinions thereon, I am, in the litigation world, an expert therein. It goes without saying that when lots of people are willing to talk about their organizational observations I will cease to be considered an expert. But even until that day dawns, although I am an expert in what the organization sells as its means to salvation, I am not in competition with it. There is no reason for it to feel threatened by my beliefs or my salvatory methodology, and no reason for it to vilify me or work so assiduously to get some court to silence me. I follow the system perfected by Jesus Christ which is not even in competition with nothing or no one.

44. On December 31, 1992 the organization filed an ex parte application in Armstrong II for an order to have me held in contempt of court. The application and the supporting declaration of attorney Bartilson, along with the exhibits thereto, except those which are already exhibits to this declaration, are appended hereto as Exhibit DD. Exhibit G to the Bartilson declaration is my December 22 letter to David Miscavige (Exhibit BB hereto), and exhibit R is a copy of the November 11 Marin Independent Journal article (Exhibit AA hereto). Ms. Bartilson also attaches to her declaration a few excerpts from my depositions, correspondence from Ford Greene regarding three of his clients, Tillie Good, Denise Cantin, D.O. and Ed Roberts, all of whom had claims against the organization for refunds of money extorted from them, the transcript of a video interview I did in November, 1992, and two proofs of service I signed in the Aznaran case. Ms. Bartilson charges that these things add up to six violations of the Sohigian injunction and that for each of said violations I should be fined and jailed. In her application, citing to the Independent Journal article, Ms. Bartilson argues:

> "The Court should exercise all of its available powers to impress upon Armstrong that its orders mean what they say and will be enforced, despite the intransigence of an enjoined party. Indeed, incarceration is an unusually viable vehicle for

> impressing upon Armstrong the import of his obligations, inasmuch as Armstrong has publicly disavowed money as a meaningful commodity." (Ex. BB, Memorandum p. 13)

Although in Armstrong II the organization used my renunciation to support its effort to have me jailed, in Armstrong IV the organization omits any mention of renunciation, claiming instead that my giving away of my assets were fraudulent conveyances to render me judgment proof, and that in fact I still owned and controlled those assets, and was presumably rolling, albeit quietly, in dough. The organization is in error in both of its scenarios. My conveyances were not fraudulent, and because I may have disavowed money is no reason I should be incarcerated.

45. Appended hereto as Exhibit EE is a copy of my declaration dated February 2, 1993 and the exhibits thereto which I wrote in response to Ms. Bartilson's December 31, 1992 declaration and application for the order to show cause re contempt (Ex. DD hereto). Exhibit F to my declaration and described therein at page 24 is a page from the organization's November 1992 edition of its publication "Membership News," which it uses to attack the Cult Awareness Network, hereinafter CAN, an organization which educates the public about destructive cults including Scientology and provides support to families broken apart or hurt by such destructive cults. Although the article is only a common, Scientologically standard, fair game, bald-faced, Black PR smear of CAN and me, it again shows the organization's

recognition of my monetary philosophy and renunciation.

> "Armstrong has some odd financial ideas. He is the self-proclaimed founder of the "Organization of United Renuniciants." In November 1992, the Marin Independent Journal attempted to explain Armstrong's philosophy of life in an article "Is money the root of all problems?"" (Ex. F to Ex. EE hereto)

My February 2 declaration was not filed in Armstrong II because it was felt the organization's effort to have me held in contempt could be defeated without my testimony. I did file a declaration, a copy of which is appended hereto as Exhibit FF, executed on February 11, 1993 by former organization covert operative Garry Scarff. Mr. Scarff had been involved in operations against Mr. Greene and me with the organization's head private investigator, Eugene Ingram, identified in paragraph 15 above.

46. On March 5, 1993 at a hearing on the organization's contempt attempt, a copy of the transcript of which is appended hereto as Exhibit GG, Los Angeles Superior Court Judge Diane Wayne refused to rule because the appeal from the Sohigian injunction was still pending. She did, however, make a couple of comments about the injunction's enforceability which, if nothing else, ought to have been taken to heart by the organization.

> "THE COURT: It seems to me ridiculous to hold this hearing prior to a determination whether or not this is a valid order. I mean, I have serious questions about

> the validity of the order.... (Ex. GG, p. 2)
> I'll tell you, when I first looked at this order, I thought the order was clear until I then read part of the transcript. Then it became unclear to me. And I think that is in front of the appellate court, whether or not this is an order capable of being followed, because Judge Sohigian's comments that at least confused me a little bit." (Ex. GG, p. 6)

47. On March 22, 1993 LA Superior Court Judge David A. Horowitz, who presides over Armstrong II for all purposes except the enforcement of the Sohigian injunction, granted my motion to stay all proceedings pending a decision in the appeal of the injunction. In his order, a copy of which is appended hereto as Exhibit HH, he stated:

> "The central issue of this case is the legality and validity of the [1986 settlement] Agreement. The Court of Appeal could certainly reach that issue in its determination of the validity of the injunction. If it does, that ruling could be determinative of many of the issues of this case. It makes no sense to proceed with this matter until the Court of Appeal makes its ruling." (Ex. GG)

48. On March 18, 1993 I made an agreement with Bob Carlson, the producer of a talk show, "Lifeline," on a Christian religion radio station, KFAX, in Fremont, California, to be a guest on the show on April 28. When I arrived at the station on that date,

the host Craig Roberts handed me a fax letter received a few minutes earlier from Ms. Bartilson, a copy of which is appended hereto as Exhibit GG. In the letter, which is addressed to me, Ms. Bartilson threatens more litigation if I did the show.

> "Should you appear on this radio show in violation of the Agreement, the Church of Scientology International will pursue all remedies within the judicial system to obtain damages form the violation and/or to enjoin any future violations of a similar nature."

Mr. Roberts said that because the letter also threatened the station with litigation should I go on the show, and because although the station had called its attorney it had not spoken to him, I would not be on the show. I responded to Ms. Bartilson on May 3 with a letter, a copy of which is appended hereto as Exhibit HH.

49. On June 4 I executed a declaration, a copy of which, along with the exhibits thereto except for the Breckenridge decision, is appended hereto as Exhibit II, in support of a special motion to strike the complaint in the case of Church of Scientology of California v. Larry Wollersheim, LA Superior Court No. BC 074815, hereinafter "Wollersheim II." In 1986 Lawrence Wollersheim had won a thirty million dollar judgment in the case of Wollersheim v. Scientology, LASC No. C 332027, hereinafter "Wollersheim I." The organization had appealed and the Court of Appeal, while castigating Scientology's fair game doctrine and coercive use of its psychotherapy techniques, reduced the award

to two and a half million (Wollersheim v. Scientology (1989) 212 Cal. App. 3rd 872; 260 Cal. Rptr. 331.) The organization had taken the judgment up to the US Supreme Court, back again to the California Court of Appeal, and on a trip or two to the California Supreme Court. Then on February 16 1993, shortly after the Wollersheim I trial judge Ronald Swearinger died, the organization filed Wollersheim II, seeking to have the original judgment set aside by alleging that Judge Swearinger had been biased against the organization in the 1986 trial. My June 4 declaration focuses on my observations and knowledge of the organization's litigation practices, which had clear relevance to what it was trying to do in Wollersheim II.

> "Scientology regularly attempts to bludgeon the opposition into submission with a blizzard of meritless paper, motions, depositions, appeals, writs, Bar complaints, criminal complaints, perjured testimony, and other improper and abusive tactics.
>
> I am also aware that Scientology uses an attack strategy against judges who rule against it, which includes claims of bias and prejudice and frequently personal attacks. For instance in [Armstrong I], Scientology twice tried unsuccessfully to disqualify Judge Breckenridge from the case because of his alleged bias, and levied personal attacks on him, accusing him publicly of Nazi affiliation. Similarly in Aznaran ... Scientology unsuccessfully attempted to recuse Judge

James Ideman because of alleged bias." (Ex. II, p. 5)

50. On July 26, 1993, attorney Bartilson filed another application in Armstrong II with Judge Diane Wayne seeking to have me held in contempt for providing the declaration to Mr. Wollersheim. The application and Ms. Bartilson's charging declaration are appended hereto as Exhibit JJ. Ms. Bartilson supports the application with the same shoddy argument she used in her December 31, 1992 application, that when I state in my June 24, 1992 deposition that I have no intention of honoring the settlement agreement I am talking about the Sohigian injunction. (Ex. JJ, Memorandum p. 2; Ex. BB, Memorandum p. 3, l. 3; Ex. BB, Bartilson Declaration, p. 2, l. 26; See also Ex. CC, p. 1, para. 3) She concludes that:

> "Gerald Armstrong should be ordered to show cause why he should not be held in criminal contempt of this Court for his June 4, 1993 declaration, with punishment in the form of a fine not to exceed $1,000.00 and/or jail time not to exceed five days as this Court sees fit."

51. Appended hereto as Exhibit KK is a copy of my memorandum filed September 7 in opposition to Ms. Bartilson's order to show cause re contempt. Mr. Greene argues in the opposition that:

> "It is clearly discernible that, whatever infirmities intrinsic to the injunction there are, Armstrong is prohibited from "voluntarily assisting" persons with

claims "against" Scientology. In other words, Armstrong is prohibited from assisting private litigant plaintiffs in litigation in which Scientology is a party." (Ex. KK, p.4, l. 3.)

"For the purpose of the instant application, the only salient point is that in Wollersheim II, Scientology sued Wollersheim. Therefore, any assistance provided by Armstrong to Wollersheim in Wollersheim II is outside the scope of the Sohigian injunction." (Ex. KK, p. 5, l. 8)

52. Apparently undeterred by Mr. Greene's illumination of the facts, on September 10 Ms. Bartilson filed a response, a copy of which is appended hereto as Exhibit LL, defending her effort to have me found in criminal contempt with the assertion that because Mr. Wollersheim had been a claimant in Wollersheim I I was prohibited by the Sohigian injunction from assisting him in Wollersheim II where he is a defendant. She bolsters her argument with the amazing pronouncement that the 1993 action, Church of Scientology of California v. Larry Wollersheim, "is not litigation levelled "against" Larry Wollersheim." (Ex. LL, p. 3, l. 12).

53. In support of her response to my opposition, Ms. Bartilson filed a letter dated August 15, 1993, a copy of which is appended hereto as Exhibit MM, that I wrote to attorney Wilson in an effort to mitigate damages and initiate a peace process in the Armstrong IV case. Ms. Bartilson quotes in her response a

funny few sentences from the letter, my riposte to Mr. Wilson's stab, itself not altogether unhilarious, in Armstrong IV that "[b]eginning in February, 1990, and continuing unabated until the present, Armstrong has breached the Agreement..." (Ex. A, p.7, para. 22) Ms. Bartilson interprets my humor and letter as something radically different from the way I see them.

> "This contemptuous response to the 1986 settlement agreement (pursuant to which he happily accepted more than $518,000.00) and this Court's orders are precisely why Armstrong has been ordered to show cause herein. CSI seeks this Court's help in demonstrating to Armstrong that he will, indeed, be held accountable for his wrongful actions, and that they must cease." (Ex. LL, p. 5, l. 13)

Actually my letter contains no mention of the Sohigian injunction or any other of "this Court's orders." It does, however, contain another effort to unfoment the organization's litigations.

> "So again, I extend to you and to your client the invitation to meet with me honestly and openly for the purpose of communication towards the resolution of our conflicts." (Ex. MM, p. 5)

Mr. Wilson has not answered my letter, and, as it has done with me for almost twelve years, the organization refuses to communicate, other than through its barbarous attorneys' judicial barrages or its covert agents' duplicitous prattle.

54. At a hearing on September 14 Judge Wayne, because the

Court of Appeal had still not ruled in the appeal from the Sohigian injunction, again refused to entertain the organization's application to have me held in criminal contempt, and reset the hearing on the two orders to show cause for December 6. This hearing has now been continued again to April 6, 1994.

55. TGAC, defendant in Armstrong II, III and IV, possesses, cares for and commercially develops my products and is in the business of peace. Appended hereto as Exhibit NN are pages from Pacific Bell's Marin yellow pages for 1992 and 1993, wherein TGAC is listed in the category "peace organizations." TGAC also provides philosophic services in a number of other areas of human endeavor and understanding, such as law, religion, health and economics. It is a unique company with unique, both banausic and beneficent products. It has not yet become financially profitable, but I believe that is merely a matter of time, and I am not unhappy that TGAC's buildup toward profitability has taken the form, route and time that it has. It has also become apparent to me that the litigation in my life may very well require resolution before TGAC is free to tackle the problems and projects for which it was created. But no matter what conspiracy theories the organization and its lawyers fabricate, TGAC was not created to have anything to do with it, its litigation or its philosophy. TGAC's founder, owner, president, manager, senior baker and vice president for questions and loopholes, just happened to be a person with a long,

intense history with the organization, which has its own long, intense history. No matter what kind of business I had gotten into I would have brought with me the same history; which is now, six years and three more Scientology lawsuits later, even longer and no less intense. No matter what kind of business, or enterprise, profession, career or club, I had gotten into the organization would have carried out the same set of post-settlement fair game sillinesses to keep me involved with its litigation and its leaders. I happen to have been given certain talents, knowledge and identity by my Creator. I am a writer, thinker and artist, and thus my words, art and ideas exist, and some of them TGAC happens to own and possess, and, God willing, will develop commercially.

56. When I activated TGAC at the beginning of 1988 I transferred to the corporation all my writings, artwork, files and office equipment and supplies that I had previously owned in my sole proprietorship. At that time I owned all TGAC stock, TGAC owned all my archive materials, and I had an arrangement with TGAC whereby my products and acquisitions of an artistic or literary nature passed to the corporation as I produced or acquired them. Because the organization had continued to attack me following the December, 1986 settlement, because I am connected to many people with an interest in the resolution of the organization's war on justice and innocence in our society, and because I have been placed in a position to do something to bring about that resolution, a certain quantity of my literary

acquisitions have been organization-related materials. In the fall of 1989, after the series of threats from organization attorney Heller, I made a determined effort to acquire whatever organization-related materials I could, sensing that they would be needed in the attacks I also sensed were coming. In August, 1990, at the time of my renunciation, I split TGAC's stock into four shares and gave them away with the rest of my assets as described in paragraph 33 above. I had the hope and belief, which I still retain, that TGAC would be a commercial success, and that the four owners, all close friends of mine, would benefit monetarily and have a lot of fun with the corporation. I continued as TGAC's president, continued to produce, and TGAC continued to care for its growing archive. From the organization's actions and statements in the Yanny II litigation, wherein it had taken my deposition on several days in late 1991 and early 1992, and its actions and statements in the Armstrong II litigation, where it had served a subpoena duces tecum on the corporation, it became clear that the organization was going to try to get its itching mitts on TGAC's archive, invade its privacy and attack it as a way of attacking me. On June 22, 1992, at a special meeting of TGAC's directors, it was therefore decided, in order to remove any reason for the organization to attack the corporation, to transfer to me, Gerald Armstrong individual, everything in TGAC's archive which related to the organization or my litigation, and this transfer was effectuated the same day. I still sensed that the organization was not going to be dissuaded from its kamikaze course, and I still wanted to protect TGAC's owners, whose only crimes were being my friends and accepting my gift of stock certificates. I knew as well by this time that the organization's leaders are paranoid, schizophrenic, proudly describe themselves as "ruthless," and would destroy any innocent person if it served their purpose in attacking me. On June 23, therefore, I met with each of the four who each decided at that time to give back to me his or her shares. In that way these people would not become targets in the organization's mad litigation war, and I would have the freedom, as TGAC's major stockholder and president, to fight the war on behalf of the corporation as I was called. Two of the four, Michael Douglas and Nancy Rodes, had signed settlement agreements similar to mine with the organization in December, 1986, so were particularly vulnerable and worried in the organization's attempt to make TGAC its litigation enemy. In August, 1990 each of the four had received one share. In early, 1991 by agreement between the shareholders, the four shares were split into one hundred, and each shareholder had given 5 shares to the corporation to sell to finance its operations. Thus on June, 23, 1992, I received back eighty percent ownership of TGAC (see also para. 21, supra, and Ex. L, p. 556, 557). This proved to be a divinely timed move because on June 24 I was served with the organization's amendment to the Armstrong II complaint, naming TGAC as a defendant. Because of my financial condition and the stress of the organization litigation, which has rendered me over the past three years completely incapable of dealing with certain clerical tasks, which even ordinary people who are not fair game's targets can easily perform, TGAC owes the IRS and the Franchise Tax Board a couple of years' returns, but that is only a temporary situation, which I expect to resolve in the next few weeks. Yet even TGAC's failures to file seem to be divinely timed because it surely disproves Mr. Wilson's Armstrong IV attack line that "[T]GAC exists solely so that Armstrong may be "judgment proof" (Ex. A. p. 5, l. 7). Only a madman would, when assaulted by this organization's litigation machine and needing to be judgment proof, let his judgment-proofing corporation approach suspension. I am neither mad nor in need of any protection from any judgment the organization imagines in its wild dreams it might obtain. I own eighty percent of TGAC, and TGAC owns a body of literature and art with considerable present value and potential. It owns the rights to a number of my projects and products, including whatever can be owned of the Formula for the Unified Field, which I was given not long after August, 1990. TGAC has a history and a lot of good will. TGAC did not invite the organization's attacks, and even urges the organization to dismiss all the litigation it has fomented against TGAC. Nevertheless, TGAC will undoubtedly garner more good will, good PR and societal acceptance as a result of the organization's attacks, because society often judges one's worth by one's enemies. Although no one should have to have enemies, the organization's power structure, being so villainous, is, in the minds of the vast decent human majority, the best kind of enemy to have. TGAC's present value is in the neighborhood of fifteen trillion dollars, so the organization's claim of four point eight million is monetarily insignificant. Nevertheless, and but for other reasons I will fight this battle.

57. The organization filed the Armstrong IV complaint July 23, 1993 and the case was assigned to Marin Superior Court Judge Gary W. Thomas. It served a lis pendens on me on August 8 and then recorded it encumbering the Fawn property, which, as evidence of God's Great Humor, the Waltons, were that very moment refinancing. On August 9 the organization mailed me a request for production of documents, a copy of which is appended hereto as Exhibit OO, asking for a hell of a lot of things, including everything I've written from the beginning of time, and not unemphatically for the treatment for a screen play entitled "One Hell of a Story," which I'd written and registered in the spring of 1993, and for the authorship of which the organization was claiming liquidated damages in the Armstrong III lawsuit in Los Angeles. On September 16 the organization mailed out another request for production of documents by me, and similar requests to Mr. Walton and TGAC, seeking, inter alia, every financial record we possessed back a year before the December, 1986 settlement. After some extensions to figure out what under Heaven we were going to do about the crazy-scary Armstrong IV lawsuit, on September 30 Mr. Walton filed a demurrer and motion to strike the complaint, and on October 4 I filed a motion to

commence coordination proceedings, followed on October 28 by an amended motion, asking, because IV depends on the outcome of the LA cases and shares with them common questions of fact and law, to have Armstrong IV transferred from Marin to LA Superior Court and coordinated with II and III . On October 21 Solina Walton filed a motion to expunge the lis pendens, and on October 29 Judge Thomas signed an order of expungement and awarded Mrs. Walton $3500.00 in attorneys fees. On November 5 the organization filed its opposition to the motion to commence coordination proceedings, I filed a reply on November 9, and on November 10 in a pre-hearing minute order, a copy of which is appended hereto as Exhibit PP, Judge Thomas denied the motion, ruling, as again Humor would have it, that "[t]here are no common questions of fact or law between this action and the Los Angeles County actions." On November 12 the organization filed an opposition to Mr. Walton's demurrer and motion to strike and on November 17 he filed a reply supported by a declaration, a copy of which, along with the exhibits thereto is appended hereto as Exhibit QQ. In his declaration, Mr. Walton describes our relationship over the years and the relevant events in our Fawn period together. Exhibit D to his declaration is a letter I wrote to him on August 14, 1990 in which I stated my intention to give away my worldly possessions and forgive debts owed me and laid out my immediate plans. Exhibit E is a letter I wrote to him on August 23, 1990 while I waited in Marin Traffic Court for my failure-to-obey case at which the charging chippy didn't show.

In the letter I list various physical items then at Fawn and state my intention for their disposition. On November 18 in a pre-hearing minute order, a copy of which is appended hereto as Exhibit RR, Judge Thomas overruled the demurrer, and denied the motion to strike, stating that:

> "this action does not seek or require a determination that Armstrong breached the settlement agreement.
> Thus, this action is not simply an attempt to avoid the (stay) orders in the Los Angeles County actions."

On November 30 the organization filed motions to compel the production of the documents requested from Mr. Walton, TGAC and me. A hearing on those motions is now set for January 21, 1994. On November 30 I filed my verified answer, a copy of which is appended hereto as Exhibit SS, the verified answer of TGAC, a copy of which is appended hereto as Exhibit TT, and a verified cross-complaint for abuse of process, a copy of which is appended hereto as Exhibit UU.

58. The only remaining document relevant to the Armstrong IV lawsuit, other than letters to the other people in my life whose debts to me I forgave in 1990, which I will not include so as to not put them at risk, is my prayer and answer thereto dated August 13, 1990, a copy of which is appended hereto as Exhibit VV.

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I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Anselmo, California, on January 13, 1994.

GERALD ARMSTRONG

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FIND A BETTER BASKET

A Literary Work Created and Written
by
GERALD ARMSTRONG

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(415)456-8450

FIND A BETTER BASKET

I, Gerald Armstrong, declare:

1. I am making this declaration in response to allegations made by Scientology organization leaders, attorneys and agents in court proceedings and public media around the world concerning a 1984 organization intelligence operation targeting me, which has been called the "Armstrong Operation." I am copyrighting this document prior to its use in court because it will, in addition to putting the organization's allegations into a proper context, form an outline for a screenplay I am writing. It is my story.

2. After I left the organization at the end of 1981, the organization intelligence bureau assigned Dan Sherman, a Los Angeles spy story writer and intel operative, to get close to me and become my friend, which he did. I had been the intelligence officer on board the "Apollo" with the organization's founder and supreme leader L. Ron Hubbard, had studied his intelligence policies and Guardian's Office[1] intelligence materials, had an

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[1] The Guardian's Office ("GO"), headed from 1966 to 1981 by Mary Sue Hubbard, who reported to and was controlled by L. Ron Hubbard, consisted of five bureaus: Intelligence, Public Relations, Legal, Finance and Social Coordination (front groups). The GO was responsible for hiding its money and its actual command lines, defending the organization against attacks and for eliminating all opposition to its progress. Hubbard patterned its intelligence bureau, B-1, and the organization's total espionage mentality on the work of Reinhard Gehlen, Hitler's spy master. On Hubbard's orders, after the conviction of 11 top GO intelligence personnel, including Mary Sue, for criminal activities against the US Government, Scientology's second major arm of power, the Sea Organization, in a 1981 putsch took control of the GO's functions and subsequently renamed the GO arm the Office of Special Affairs, "OSA."

appreciation for that literary genre, and I was myself a writer, so Sherman and I had a real basis for a real friendship.

3. Sherman told me he was no longer involved in Scientology, wanted nothing to do with it, saw it as a personal waste of time, and also saw that its leaders were ruthless and dangerous, and claimed to be afraid of them finding out that he was friends with me. Sometime in 1982 or 1983 he told me that he was still in communication in a limited way with some of his old friends still in the organization. He described these friends as smart, reasonable and not fanatics. They were still Scientologists and worked on staff, but felt that organization leaders were criminals. Having no allegiance to these leaders, Sherman's friends would occasionally tell him about conditions inside and their desire to end the organization's criminal activities. They said the conditions inside were oppressive and chaotic and they were at risk even talking to him because sec checks[2] were rampant.

4. During the 1984 trial of the organization's case against me, Church of Scientology of California and Mary Sue Hubbard v. Gerald Armstrong, Los Angles Superior Court no. C 420153 ("Armstrong I"), Sherman told me that one of these friends, whom he called "Joey," had told him that there was an

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[2] Sec checks are accusatory interrogations using Hubbard's electropsychometer or E-Meter as a lie detector. Sec checks could be brutal, could go on for many hours or days, could involve several people asking questions, threatening and badgering, and could have disastrous results for the interrogee.

actual group inside the organization who were dedicated to reforming it because management had become suppressive. They called themselves the "Loyalists," claiming to be "loyal" to the preservation of the ideals of Scientology, "what worked." They also recognized that its leaders were criminal, crazy, dangerous, and not dedicated to those ideals but were acting to destroy them. The "Loyalists" wanted to take control in a well-planned, effective and peaceful action before some tragedy happened. They claimed to know of criminal activities and a key part of their plan was the documenting of these activities.

5. Sherman said they were 35 in number, or at least there were 35 who knew they were "Loyalists," all smart, reasonable and not fanatics. Some of them were his old friends from B-1. Such persons tended to be smart, reasonable and often were not fanatics. The people whom I knew to be, including Hubbard, the organization leaders, prided themselves on their recognition of unreasonableness as a virtue, and maintained an abiding fanaticism to justify their abuses and keep their positions of power. Sherman was smart and gave every appearance of being reasonable and unfanatical. He said the Loyalists knew he was in communication with me and wanted to talk with me but were afraid for their lives. This was not surprising to me because I knew from my own experiences that the organization had a brutal side and its leaders were dangerous, armed and desperate. Thus the first communications with the Loyalists were a few messages relayed by Sherman. They said that I had a proven record against

the organization, that my integrity had been unshakable and they wanted my help.

6. A few days after the Armstrong I trial ended, Joey, who, I later learned, was actually one David Kluge, made the first direct contact with me, a phone call to my home in Costa Mesa, California. He said the Loyalists knew I wanted my pc folders[3], that my folders were being moved on a certain day and that I could get them if I wanted. I told Kluge that even though the folders were mine the organization would claim, if it was discovered I had them, that I was accepting stolen property, so I had to decline his offer. I was also already booked, on the same day the Loyalists said they would get me my pc folders, to fly to London to testify in a child custody case[4] involving

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[3] Pc folders, also called preclear or auditing files or folders, contain the record of processes run and questions asked by the auditor (psychotherapist), E-Meter reads, and answers given and statements made by the preclear (or patient) during Scientology auditing (or psychotherapy) sessions. It was well known that I had opposed and exposed the organization's misuse of information divulged by the organization's "preclears" (what were essentially psychotherapist-patient confidences) in auditing. I had been attempting to get the organization to deliver to me my pc folders throughout the Armstrong I litigation, and the misuse of auditing information was an issue in the Armstrong I trial. Judge Paul G. Breckenridge, Jr. stated in his decision following the 30-day Armstrong I trial: "[Mary Sue Hubbard] was the head of the Guardian Office for years and among other things, authored the infamous order "GO 121669" which directed culling of supposedly confidential P.C. files/folders for the purposes of internal security." "The practice of culling supposedly confidential "P.C. folders or files" to obtain information for purposes of intimidation and/or harassment is repugnant and outrageous. The Guardian's Office, which plaintiff [Mary Sue Hubbard] headed, was no respector of anyone's civil rights, particularly that of privacy."

[4] This Royal Courts of Justice case, known as Re: B and G

Scientology, and I told Kluge that I couldn't change my plans.

7. When I returned from the UK, where, incidentally, I had been harassed by a pack of English private investigators working for the organization, Kluge reestablished contact, and I communicated with him or Sherman several times over the next few months. I was happy to be in communication with them, because I'm happy to be in communication with anyone, and my relationship with the Loyalists, who were admitted Scientologists, seemed a spark of hope in the seemingly hopeless and threatening Scientology situation.

8. I have believed and stated that when Scientologists have the freedom to communicate to the people their leaders label "enemies," Scientology will cease to have enemies. The organization's leaders prohibit their minions from communicating with me, thus I am their enemy. This prohibition is enforced with severe "ethics" punishment, which could easily include "declaring" the person who dared to communicate with me a "suppressive" person, thus making him the target of the organization's philosophy and practice of opportunistic hatred Hubbard called "fair game."

9. I had lost my law office job because of the Armstrong I trial, which really ran from April into June, 1984, and I did not get another job for some months, so had considerable time on my

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[4] (Continued) (Wards), resulted in a Judgment on July 23, 1984 issued by Justice Latey in favor of the non-Scientologist parent. The Judgement, which was upheld on appeal, contained a scathing condemnation of organization policies and practices.

hands in the fall of 1984 to meet with Sherman and the Loyalists and do some of the things they wanted. I had begun to draw and write seriously during this period, and some of my writings concerned the Scientology battle and the Loyalists. My situation with the organization and the Loyalists was bizarre and psychologically traumatic, and this is reflected in my writings of the period. Thanks to, I believe, my growing faith in God I was given the gift of a healthy sense of humor and that too is a facet of my communications and writings during the period.

10. In late July, 1984 the organization fed to the media the story, and filed papers in various court cases, including Armstrong I, charging, that Michael Flynn, who had fought the organization's fair game tactics for five years, who had been my friend and attorney for two years and had just successfully defended me in the Armstrong I trial, was behind a plot to cash a forged check for $2,000,000.00 on one of Hubbard's accounts at the Bank of New England. Sherman and Kluge communicated that the Loyalists knew Flynn was not involved, and that the organization leaders knew Flynn was uninvolved but were framing him with the forgery. The Loyalists said that they were working inside the organization to acquire the proof of the frame-up, and that when they proved Flynn's innocence they would be in a position to effectuate the reforms they sought. This was fine with me, because I fully believed that Flynn was innocent, and that the organization was framing him just to be able to attack him to eliminate the threat he represented to its antisocial practices

and nature.

11. Over the next few months Sherman and Kluge communicated with me regularly about the Loyalists' progress in documenting the truth about the Flynn frame-up. They claimed that all staff were searched before they could leave OSA or management offices, so it was hard to get any documents out. Nevertheless, on a couple of occasions Sherman and Joey gave me a page or two that had been smuggled out. I learned that a US Attorney in Boston had become involved in the investigation of the frame-up, and I passed whatever I got from the Loyalists to him through Flynn.

12. One of the ideas which developed with the Loyalists in the early fall of 1984 was the possible filing of a lawsuit to take control of the organization from the "criminals." I saw this as an idea with merit, and could be the effective action the Loyalists said they were looking for to avert a major organization tragedy. I told Flynn what they wanted and he drafted a "bare bones" complaint which I passed to them. Sherman, Kluge and I discussed the lawsuit concept on several occasions, both of them asking me for my ideas and I helped as I could within the limits of my knowledge, ability and imagination.

13. The Loyalists then began discussing with me finding a financial "backer" for their lawsuit, basing this need on the likelihood that the bringing of the suit would freeze organization accounts, and the Loyalists would need operating capital. They claimed that the leaders had lots of money they had skimmed from the organization and squirreled away in their

own bank accounts, and the Loyalists were all staff members and thus broke. I couldn't help them with money, and knew of no one who might finance whatever they did, so they said that, because I understood the situation so well, and had a proven record, they wanted me to talk to and encourage some prospective backers with whom they were in touch. One day I got a call from Kluge, asking me to fly to Las Vegas to meet with such a person, a "rich Scientologist" who had been mistreated by the organization and was aligned with the Loyalists on their goal of reformation. Although on Kluge's instructions I purchased a plane ticket, I called off the trip before leaving because my lawyers warned me that I could be walking into a trap.

14. There were many times during this period when I considered the possibility that I was walking into a trap. The thought arose in all my meetings with Kluge, and later with Mike Rinder, the second Loyalist I would meet. Their communications often didn't jibe with what they or Sherman had said on earlier occasions, and sometimes they said things which were downright stupid. I had no way of originating a communication to them, had no telephone numbers, no locations, no names, and no idea what any of them did. They had my address, phone number, knew exactly what I did, and could call me any time they wanted. They told me almost nothing, and wanted to know everything I knew. They claimed I had to be kept in the dark because of their fear for their lives, and for that reason I went along with their, even to me, strange behavior.

15. Because of their fear for their lives they depended on secrecy, duplicity and intelligence procedures and goals. Although I had been in intelligence in the organization and had the essential quality for the field; i.e., native intelligence, I had, after leaving the organization, come to the conclusion that Scientology's brand of intelligence; i.e., the secret world of data, duplicity, stealth, hidden intentions and hidden identities, was ineffective, unhealthy, unholy, and not my choice for how I would make my way through life and deal with my problems. Even inside the organization, which is an intelligence-based group, I had urged those who were in positions to do something about it to open up, stop lying, disclose its leaders, divulge its secrets; because I felt that its lies, secrets, and secret orders from its secret leaders would only bring upon it more problems. After leaving the organization, a factor in my life which led to my faith in openness and freedom as opposed to secrecy and leverage, was all the testifying I did, in trial in Armstrong I and in B & G Wards, and in many days of depositions in several more Scientology-related cases. Also I knew that the organization's leaders, who had an undeniable determination to harm me, possessed my pc folders which contained every embarrassing incident or thought in my life, and my lives back umpteen impossibillion years. These facts had resulted in a tendency in me at times during this period to not care what happened to me and to act a little wild and silly.

16. Sometime during 1984 it came to me that what I was

following, and what was a far superior technology and faith than intelligence, or perhaps perfect intelligence, was guidance. I had been given, before and after my asking, a desire to know my Creator, and I believe I received during this period some of His communications to me. Hubbard in his writings put no faith in his Creator, but put it in something of his own making, an intelligence apparatus in which he was the secret leader with secret bank accounts, secret communication lines, secret codes, secret intentions, and secret lawyers to keep them all secret. I had come to know God a little, and understood that no matter how scary things got I was in hands in which I was in no real danger. I could be shot, my body could be destroyed, I could be defamed and ruined, and I would still be in no real danger. And things did get scary for me in my dealings with Sherman and the Loyalists during this period. I picked up surveillance on a number of occasions, and there was the nagging strangeness of the Loyalists' communications and the movie-like quality of this play in which I was being played with. I still retained my intellect and acted with good sense most of the time, but a shift was occurring in my mind and soul. I began to walk deliberately into danger, but I was also new at this approach to life, and as yet a little foolhardy and undisciplined, and these facts too are reflected in my writings and actions of the period.

17. Sherman's and Kluge's interest was intelligence and they didn't want to hear much of my philosophy of guidance, courage and openness, so I turned my mind to the intelligence

game, and as always happens when I turn my mind to any subject, I had ideas. Some of these ideas I communicated to the Loyalists, some I wrote down, some were only funny. Our meetings had a secretive, spy story feel to them, partly because of the danger the Loyalists said they were in and the danger I was in anyone would say, partly because of the subject matter we discussed, and partly because of the settings in which we met. Sherman insisted that I couldn't come to his home, so we met on many occasions in the bird sanctuary in Griffith Park. My first meeting with Kluge was in a cemetery in Glendale. I met him two more times in early November at different locations in Griffith Park, and then met with Rinder two times in late November at two more locations in the park.

18. Sherman told me around October, 1984 that the Loyalists had found a potential backer, a woman named Rene, another "rich Scientologist," who he said had been horribly hurt by the organization. He said he knew her personally and considered her a good and trusted friend. He said that she owned a publishing company which printed calendars, that he had told her about my artwork and writing, and that she wanted to see some of my materials for possible publication. Following our first meeting in Griffith Park Kluge took me to the Sheraton Grand Hotel in downtown Los Angeles to meet her. I took along a file of some of my work and left it with her. In my meeting with her she wanted to know my perspective on the lawsuit idea and my thoughts on removing the organization's criminal leadership.

19. While claiming that the Loyalists wanted to take legal action to bring about a safe transfer of power, both Sherman and Kluge also claimed that they didn't know anything about legal matters, nor any of the organization's litigations, and that there were other people higher up in the Loyalist network who were trained in legal, stayed abreast of the organization's litigation battles, and had an understanding of the Loyalists' legal options and an overview of their plan which Sherman and Kluge didn't have. Coupled with their claimed need to keep me in the dark for fear of their lives, their assertions of ignorance of legal matters caused considerable frustration in me and in our communications. As a result, I requested in a number of communications to speak to their "best legal mind."

20. Finally the Loyalists said that their legal expert would meet me and a rendezvous was set up, again in Griffith Park. The "legal expert" turned out to be Mike Rinder, a person I had known in the organization, who had held various lower level administrative posts. Rinder, it turned out, also professed ignorance of legal concepts, and my meetings and communications with him were even more frustrating.

21. Some time after my last meeting with Rinder, which occurred November 30, 1984, I received a phone call from Kluge, advising me that the Loyalists did not trust me and would not be communicating with me again. I then wrote them my final communication, a copy of which is appended hereto as Exhibit A, and gave it to Sherman to give to them.

22. During my cross-examination in the spring, 1985 trial of Julie Christofferson v. Scientology, Circuit Court of the State of Oregon, Multnomah County, No. A7704-05184, the organization broke the fact that Sherman, Kluge and Rinder had been covert operatives, the Loyalists were invented, and that my meetings with Kluge and Rinder had been videotaped. The organization called the whole more than two year affair the "Armstrong Operation." Organization lawyers, Earle Cooley and John Peterson, claimed the Armstrong operation had been authorized by the Los Angeles Police Department, and they produced a letter dated November 7, 1984, a copy of which is appended hereto as Exhibit B, signed by an officer Phillip Rodriguez, directing organization private investigator Eugene M. Ingram to electronically eavesdrop on me and Michael Flynn.

23. On April 23, 1985, Los Angeles Police Chief Darryl F. Gates issued a public statement, a copy of which is appended hereto as Exhibit C, denying that the Rodriguez letter was a correspondence from the Los Angeles Police Department, denying that the Los Angeles Police Department had cooperated with Ingram, and stating emphatically that all purported authorizations directed to Ingram by any member of the Los Angeles Police Department are invalid and unauthorized. On information and belief, the officer, Phillip Rodriguez, who signed Ingram's letter was paid $10,000.00 for his signature. Also on information and belief, following a Los Angeles Police Department Internal Affairs Division investigation and a Police

Department Board of Rights, Officer Rodriguez was suspended from the Los Angeles Police Force. Eugene Ingram had himself some years before been drummed out of the Los Angeles Police Department. He is reputed to have been busted for pandering and taking payoffs from drug dealers. He is a liar and a bully who has been involved in organization intelligence operations against its perceived enemies for many years. During the period I was involved with the Loyalists Ingram called me at my home and threatened to put a bullet between my eyes.

24. Initially the presiding judge in the Christofferson trial Donald F. Londer refused to admit the tapes because they had been obtained illegally. Then he viewed them in chambers and when he returned to the bench stated that "the tapes are damaging, very damaging to the church." Then he admitted them into evidence.

25. Despite Judge Londer's ruling and comments, and despite Chief Gates' repudiation of the Rodriguez "authorization," the organization has continued in press and courts around the world to claim that the videotape operation was "police-sanctioned." The organization has continued to claim that I originated the "plot to overthrow "church" management" and that I initiated the contact with the organization members, who merely played along with my plan while remaining "loyal" to the organization. It also has continued to claim that the videotapes show me plotting to forge documents and seed them in organization files to be found in a raid, show me creating "sham lawsuits," show me urging

the Loyalists to not prove anything but "just allege it," and show me seeking to take control of the organization. The videotapes show none of those things. The tapes show that in the fall of 1984, during the reign of the organization's present supreme leader David Miscavige (DM), the fair game doctrine was alive and as unfair as ever. The tapes show a mean-spirited, mendacious and malevolent organization using well-drilled operatives and electronic gadgetry to attempt, unsuccessfully, to set up an unwitting, funny, sometimes silly, clearly helpful, at times foul-mouthed, but otherwise ordinary human male.

26. The organization's refusal to stop telling these lies is not surprising, however, because its leaders have put so many of their eggs in their dirty tricks basket. These leaders are unbalanced and in a very precarious situation. Having lied about the Armstrong Operation in so many courts and publications and to so many people, including their own followers, these leaders risk their positions of power, and in their minds their very lives, if they ever admit the breadth of those lies. Yet it is in the acknowledgement of the truth behind those lies where ultimately their safety will be found.

27. It has not ceased to be embarrassing to me whenever the organization trots out the Armstrong videotapes, because I do say some silly and raunchy things. But the organization has never been able to embarrass me into silence and it won't now.

28. The Scientology legal war has almost run its course. The organization's leaders can never rewrite all history.

Scientologists of good will everywhere can be free.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Anselmo, California, on February 20, 1994.

GERALD ARMSTRONG

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

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CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,
Plaintiff,
v.
No. BC-052395

GERALD ARMSTRONG, THE GERALD ARMSTRONG CORPORATION, a California corporation, DOES 1 through 25, inclusive,
Defendants.
-------------------------------------/
and related cross actions.
-------------------------------------/

DEPOSITION OF GERALD ARMSTRONG

Volume VI - Pages 625 through 752

THURSDAY, AUGUST 18, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

purpose.

Q. Excluding that call to set it up, I'm interested in the in-person meeting now.

A. Right. It was in person.

Q. Where did that meeting take place?

A. In the law office.

Q. Of?

A. Of Ford Greene.

Q. I see. Was anyone else present?

A. No.

Q. Just you and Mr. Sine?

A. Yes.

Q. How long did that meeting take place?

A. Perhaps an hour.

Q. Is this the meeting that you characterized a few minutes ago as an interview?

A. Right.

Q. And you understood Mr. Sine to be a reporter for a newspaper?

MR. GREENE: Objection. That's been asked and answered.

MR. HERTZBERG: Fine. Withdraw it.

Q. Now, give me your best recollection of the subjects that were covered in the one-hour interview you had with Mr. Sine in Mr. Greene's office.

A. I gave him, I think at that time, a copy of what I call "I Declare." And there may have been other documents from the litigation, but I do not have a recollection of what they are at this point.

And I don't think that he read this at the time, or I have no information actually that he read it at all, but that's how -- that was part of my contribution to the interview.

He had already, when he met up with me, a pretty good understanding of the case, not of perhaps, you know, as much understanding as he acquired through time beyond that, but he already did.

So he asked me about the circumstances of my 1990 renunciation. And he asked about the settlement contract and where I was with regard to that.

So I described to him in a quite clipped fashion the circumstances and the events and the chronology of the 1990 period and then what happened subsequently and what, you know, where I was at in terms of the litigation generally.

part of or a copy of any document which was part of the case file in the litigation before Judge Breckenridge.

A. No.

Q. In the period since your last deposition in this case to the present, did you send any documents to Mr. Garrison?

A. Yes.

Q. What documents are those?

A. I sent him a copy of "I Declare". And I sent him a copy of my letter to Lou Bell. And I think I sent him -- that's what I can recall.

Q. You can recall nothing else that you sent him?

A. No.

Q. You've identified Rod Lurie, as I believe, is a reporter for Los Angeles Magazine?

A. I think so.

Q. How many conversations have you had with Mr. Lurie since your last deposition in this case?

A. I think one.

Q. And do you recall approximately when that occurred?

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

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CHURCH OF SCIENTOLOGY INTERNATIONAL, a California Not-For-Profit Religious Corporation,

Plaintiff,

vs.

GERALD ARMSTRONG, THE GERALD ARMSTRONG CORPORATION, a California Corporation, Does 1-25, inclusive,

Defendants.

Case No. BC-052395

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By: Rosalie E. Stefani
CSR No. 3215

one was really when I learned from them of, I guess, the nature and the length and whatever of their communications with Stedter and Rinder.

Q. That was the conversation a month ago, approximately?

A. To my recollection it was approximately a month ago.

Q. At -- either in that conversation or subsequently did Ron and/or Stacy Young communicate to you whether they were going to accept any settlement agreement with the Church of Scientology?

A. I have never heard that from them.

Q. Do you recall testifying yesterday that you furnished two declarations to Mr. Berry for use in the -- what you called the Fishman case?

A. Right.

Q. I will show you a document, which I will have marked for identification as plaintiff's number 22.

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(**Plaintiff's Exhibit(s) 22**
marked for identification)

MR. HERTZBERG:

Q. Mr. Armstrong, would you look at what's been marked for identification as plaintiff's number 22 and tell me if you recognize that exhibit as one of the declarations which you furnished Mr. Berry for use in the case captioned Church of Scientology International vs. Steve Fishman and Uwe Geertz?

A. Yeah, this is mine.

Q. And let me draw your attention to numbered page 14. Is that your signature, which appears above the name Gerald Armstrong at the bottom of page 14?

A. Yes.

Q. And you executed that signature on February 22, 1994?

A. Yes.

Q. Okay, and did you compose the declaration, which comprises pages one through 14 of Exhibit 22?

A. Except other than those things which may be quoted in here, yeah, it's all mine.

Q. And you prepared this declaration for the purpose of assisting Mr. Berry in his litigation in which he was representing the defendant in the action which was filed?

A. Well, to the degree that it would help, but I really stated in the thing which gave rise to it it was not so much a desire to help, although, undeniably, it could, and that was as I stated in paragraph two, that it was in response to certain statements concerning me. So it addresses those rather than addressing the subject of my help to Mr. Berry.

Q. And there are several exhibits that are attached to the declaration following page 14?

A. Yes.

Q. Did you prepare those exhibits?

A. Well, again, to the degree that I -- with regard to the choice of the exhibits, I did. With regard to -- not the language in them, except for the language in exhibit -- you have your exhibit B.

Q. By "prepare" I meant "assemble." Did you assemble the exhibits?

A. Yeah.

Q. All right, and turning to one of the exhibits, exhibit B, do you see that?

A. Yes.

Q. Which was entitled "Find a Better Basket"?

A. Yeah.

Q. Is that your signature which appears on page 16, the last page of exhibit B?

A. Yes.

Q. And did you sign this page on or about February 22, 1994?

A. Yes.

Q. When did you write this document, Find a Better Basket?

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

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CERTIFIED COPY

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1-25,
inclusive,

Defendants.

No. BC 052395

DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

described?

A. No.

Q. Good.

When did you speak to Mr. Lobsinger in 1992?

A. Approximately three months ago.

Q. Did you call him, or did he call you?

A. He called me.

Q. Did you speak to him on just the one occasion, or were there other times?

A. There were, I believe, two occasions.

Q. And the first one was approximately three months ago?

A. Approximately what?

Q. Three months ago.

A. It may have been four months ago, and the most recent one, three months ago.

Q. Got it.

Looking at the first conversation you had with Mr. Lobsinger: What did he say to you, and what did you say to him?

A. My recollection is that it was very brief and that he was at that time just wishing to make contact with me.

Q. In your second conversation, did you call him, or did he call you?

A. He called me, although I may have returned the call.

Q. In that second conversation, what did you say to him, and what did he say to you?

A. He was confirming with me that someone who had contacted him was, as far as I knew, not an operative for the organization. And I confirmed that as far as I knew, the person was not an operative.

At the same time, he -- I have a recollection of broadly discussing my case and the posture of it at that time. And when he indicated that he had prepared packs of the press, which had occurred in his newspaper and other newspapers from the general Oklahoma area, regarding the organization and the Narconon operation at Chilocco -- N-a-r-c-o-n-o-n, C-h-i-l-o-c-c-o, I think. She would know. She's been there -- that I asked him to send me such a pack, and he did.

Q. Did you send any documents to Mr. Lobsinger?

A. I sent a letter to him.

Q. Was the letter printed?

A. Yes.

Q. Was the letter that was printed -- And it was printed in the Newkirk Herald Journal; is that correct?

A. Oh, do you mean was the letter published?

Q. Yes.

A. Not to my knowledge.

Q. Was it a letter that you intended for publication?

A. No. Although, I may have said, "Go ahead and use it," but I don't believe so. I wouldn't have restrained him, but it was not my intention.

Q. Did you keep a copy of the letter that you sent?

A. Yes.

Q. Does the letter concern or refer in any way to the Church of Scientology International or any related entities, which you have termed herein "the organization," or to the church's founder, L. Ron Hubbard?

A. Yes.

Q. Do you still have a copy of the letter that you sent to Mr. Lobsinger?

A. Yes.

Q. Would you be willing to produce that copy of the letter in discovery in this action?

MR. GREENE: Mr. Armstrong, I don't want you to make any commitments, subject to my review. I don't know whether we will or not.

MS. BARTILSON: It would be a refreshing

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CERTIFIED COPY

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

No. BC 052395

Gerald Armstrong; Does 1-25, inclusive,

Defendants.

DEPOSITION OF
GERALD ARMSTRONG

Thursday, October 8, 1992

VOLUME IV

REPORTED BY: BARBARA H. STOCKFORD, CSR No. 4575

CSI or related entities?

A. I sent him a copy of the declaration written at the request of Reader's Digest, and although I believe I have sent him something else in this last year, I do not recall what it is.

Q. Do you recall when you sent him the declaration for Reader's Digest?

A. It would have been around the time that it was executed.

Q. And yesterday, you testified that you sent Mr. Lobsinger a letter. Did you send him any other documents?

A. I sent him the organization's complaint, the answer, cross-complaint. I think that's it.

Q. The answer and cross-complaint that you sent to him are the ones that have now been superseded by the amended answer and cross-complaint?

A. Right.

Q. When did you send him these documents?

A. Within the last two months.

Q. Anything else that you sent to Mr. Lobsinger?

A. No.

Q. What did you send to the New York Times?

A. Complaint, that is, I believe, the amended complaint; answer; cross-complaint; opposition to motion for preliminary injunction.

Q. When did you send those to the New York Times?

A. Perhaps two months ago.

Q. Did you send them to a particular person at the New York Times?

A. Yes, whose name I do not at this moment recall.

Q. Were those documents solicited from you by the New York Times?

A. No.

Q. How did you know who to send them to there?

A. How did I know?

Q. Um-hum.

A. Because I called the New York Times, asked for their address.

Q. Is the New York Times individual that you sent these documents to a reporter?

A. I think an editor.

Q. Is it a man or woman?

A. Woman.

Q. Do you know what division she works in or department?

A. Editorial.

September 1, 1992

Robert W. Lobsinger
Publisher
Newkirk Herald Journal
Newkirk, OK 74647

Dear Mr. Lobsinger:

Your Rena Weinberg is, I believe, not my Rena; but the South African accent of your Rena did ring a bell. I believe your Rena really _is_ Rena Weinberg, _is_ South African and _was_ a member of the notorious intelligence bureau of the notorious Guardian's Office of that notorious church before it renamed the GO OSA, and _is_ now a member of _its_ notorious intel bureau.

Your Rena can be checked out with Gordon Cook, now in Johannesburg, SA, formerly the head of the GO in that country and in 1981/2 Mary Sue Hubbard's replacement as Controller, head of the GO internationally under Ron Hubbard and David Miscavige. Gordon can be reached through Malcolm Nothling, about whom you called me a couple of months ago. P.O. Box 734, Highlands North, 2037 South Africa. Tel: 011-27-11-728-4768.

The GO, according to present day Miscavige scriptures, was manned with criminals. Except for Rena, Heber and so forth. Narconon in the good old GO days was operated by the GO under its Social Coordination Bureau. But all of the GO was controlled by the intel bureau, as all of scientology today is controlled by the secret actions of secret people in its still operating secret intelligence apparatus. Now, of course, Miscavige primarily uses non-Scino PI's and intelligence professionals operated through and shielded by what are so common they have made of their ilk a redundancy: sleazy lawyers.

Mike St. Amnons, Narconon Chilocco public relations director, (see Oct 24, 1991 AP article) just possibly maybe has got to be probably a fellow I knew from the Boston org in the GO/OSA legal bureau when I worked in Boston with Michael Flynn in 1985/86. I recall the name as Michael St. Amand. And I see a Maureen St. Amand showing up as financial director for Narconon Chilocco in a February 2, 1992 _Daily Oklahoman_ article. Dollars to doanutics the St. Amands are Sea Org Missionaires on Mission Orders (MO's) and are being operated by, and reporting back to, an SO Mission Ops in OSA, or, having failed, have been recalled for ethics handling.

I imagine you have it already, but here is the 6-29-92 decision in _Church of Spiritual Technology v. US_ in the US Claims Court, Case no. 581-88T. It is very worthy literature.

PLAINTIFF'S
EXHIBIT
30
8-19-94

Please put me on your mailing list for whatever you write on this odd subject, and consider me a resource for what's going on in this other sector.

See you sometime,

Gerry Armstrong
715 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)456-8450

Hub Law Offices
(415)258-0360

Enclosure (1)

4959

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

--oOo--

STEVEN HUNZIKER, KATE SCHUCHMANN,
VIRGINIA SANDERS,

PLAINTIFFS,

vs.

APPLIED MATERIALS, INC., A DELAWARE
CORPORATION; APPLIED SCHOLASTICS, INC.,
A CALIFORNIA CORPORATION; WORLD
INSTITUTE OF SCIENTOLOGY ENTERPRISES,
A FLORIDA CORPORATION; JAMES MORGAN,
LINDA OXMAN, GLEN TONEY, JAMES DELONG,
NANCY DEVITA, ANN BRANNAN, JOHN KANE,
JAMES BAGLEY, INGRID GUDENAS, BOB
JOHNSON, STEVE REA, JIM RYAN, GLEN
SOPP, AND DOES 1 THROUGH 100,
INCLUSIVE,

DEFENDANTS.

NO. 692629

COPY

DEPOSITION OF GERALD ARMSTRONG

THURSDAY, MARCH 12TH, 1992

VOLUME II

(PAGES 183 - 337)

REPORTED BY:

JUDITH S. DOUTHIT, CSR #4531

WHAT WAY?

A. IN SOME WAY.

Q. WHY WOULD YOU ASSUME THAT?

A. BECAUSE I -- YOUR QUESTION IS SO BROAD.

Q. WHY WOULD YOU ASSUME THAT I AM CONNECTED TO THE CULT AWARENESS NETWORK IN SOME WAY?

A. YOUR NAMES BOTH MAY APPEAR IN THE SAME PHONE BOOK. YOU BOTH ARE AWARE OF SCIENTOLOGY LITIGATION. YOU BOTH KNOW THE SAME LAWYERS. YOU BOTH -- YOU NOW HAVE READ STATEMENTS WRITTEN BY HER. SO THERE'S --

Q. LET ME BE MORE CLEAR IF YOU BELIEVE THE WORD CONNECTED MEANS THAT.

HAVE YOU EVER TALKED WITH ANYONE THAT YOU BELIEVE HAS HELD ANY KIND OF POSITION WITHIN THE CULT AWARENESS NETWORK OR HELD A DIRECTORSHIP OR CONSULTED WITH THE CULT AWARENESS NETWORK?

A. PRESILIA COATES.

Q. OTHER THAN MEETING HER THAT ONE TIME, HAVE YOU EVER SPOKEN TO HER?

A. BY PHONE.

Q. HOW MANY TIMES?

A. PERHAPS TWO.

Q. WHEN WAS THE LAST TIME?

A. PROBABLY TWO MONTHS AGO.

Q. WHAT DID YOU TALK TO PRESILIA COATES ABOUT TWO MONTHS AGO?

A. I WAS LOOKING FOR A PHONE NUMBER OR A WAY OF CONTACTING SOMEONE.

Q. WHO?

A. DENNIS ERLICH.

Q. DID SHE GIVE YOU HIS NUMBER?

A. YES.

Q. AND WHY WERE YOU TRYING TO CONTACT HIM?

A. (NO RESPONSE)

Q. MR. ARMSTRONG?

A. YEAH, I'M JUST TRYING TO THINK. I HAD SOME PLAN AT THAT TIME OF -- OH, HE HAD JUST WRITTEN -- HE PUBLISHES "THE INFORMER," WHICH IS A MONTHLY PERIODICAL DEDICATED TO THE EXPOSING OF THE ABUSES OF SCIENTOLOGY, AMONG OTHER THINGS. AND HE PUBLISHED -- HE DEVOTED ONE EDITION TO THE ARMSTRONG/BRECKENRIDGE DECISION. AND I HAVE CONSIDERED WRITING A PIECE FOR "THE INFORMER."

Q. HAVE YOU DONE SO?

A. NO.

Q. OTHER THAN ASKING PRESILIA COATES FOR THAT TELEPHONE NUMBER, DID YOU HAVE ANY OTHER DISCUSSIONS WITH HER?

A. AROUND THE TIME THAT I BECAME AWARE OF THE -- A NUMBER OF SP DECLARERS, WHICH HAD BEEN ISSUED BY THE ORGANIZATION ON PEOPLE IN CONNECTION WITH THE CULT AWARENESS NETWORK, I CONTACTED HER AT THAT TIME.

Q. WHEN WAS THAT?

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,
Plaintiff,
v.

No. BC-052395

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California corporation, DOES 1
through 25, inclusive,
Defendants.
---------------------------------------/
and related cross actions.
---------------------------------------/

DEPOSITION OF GERALD ARMSTRONG

Volume VI - Pages 625 through 752

THURSDAY, AUGUST 18, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

documents with your submission of the letter to the editor of Premier?

A. Yes, I may have.

MR. GREENE: And if we can find the letter, we'll bring the documents if there were such.

MR. HERTZBERG: Thank you.

Q. You testified earlier that you spoke to Mr. Garrison on approximately six occasions in this past year. I didn't mean past to limit it to a year.

Would your answer be the same if I asked you for the period from March of 1993 to the present?

A. Yeah. You may add in another another one or two, but that's generally that consistent.

Q. All right. I want to address that larger period March 1993 to the present, conversations between you and Mr. Garrison other than the one conversation that you have described already regarding 60 Minutes and your referral of Mr. Garrison to Mr. Cusick, all right?

A. Um-hum.

Q. When was the first such conversation that you had with Mr. Garrison?

A. Sometime after March of 1993.

Q. And do you have a recollection as to who initiated the conversation?

A. No.

Q. Was it in person or on the telephone?

A. Telephone.

Q. Recount for us as best you can recall the substance of what you said to Mr. Garrison and you to he on that call.

A. No.

Q. No recollection whatsoever?

A. Well, other than a greeting or that is it, I can't tell you what the circumstances were of that call, and I can't differentiate it from any of the other calls that may have occurred around that time.

Q. All right. Can you recall the substance of any of the conversations that you had with Mr. Garrison in the time period from the last deposition to the present?

A. Yes, I can recall some of them.

Q. First, with respect to any of these conversations, were any of them in person?

A. No.

Q. They were all by telephone?

A. Yes.

Q. Did you initiate any of the conversations?

A. Yes.

Q. In relating to the conversations that you do recall in whole or in part, also identify please who initiated the particular call.

MR. GREENE: That's an instruction and then you're going to ask him a question.

MR. HERTZBERG: Yes.

Q. What do you recall? What do you recall the substance of these conversations --

A. Well, a lot of -- I would say most of the time I initiate the conversations, sometimes Mr. Garrison calls me. But the breakdown might be 60/40 or 70/30.

Generally, in conversations I let him know the major events that have unfolded in my life since we last talked, or it could be something that gives, that brings about the conversation on that particular date. For example, his birthday or, for example, if I have an idea that at a particular time I would perhaps be visiting him, there have been a number of occasions in which those sort of things have given rise to my telephone calls to Mr. Garrison. Sometimes it's just because we haven't spoken in a while and I want to make contact.

I think one time there was a letter from Miss Bartilson that he received and that led to a conversation. But generally it is staying in touch in the way that friends would stay in touch.

He and his wife, I think, are quite close to me; they consider me quite close to them. So we are friends and we communicate about the things that friend communicate about. And there are times when that includes Scientology litigation matter and where my litigation stands and what's going on in the Scientology litigation world.

Q. Have you stayed with Mr. Garrison and his wife between March of 1993 and the present?

A. No.

Q. Has Mr. Garrison sent you any documents during that time period?

A. I think, yes, he did.

Q. And what documents are those?

A. He sent me, the one that I recall is an article from, I believe, a Los Angeles newspaper in, I also believe 1950, which he had clipped and which he had obviously held for a long period of time, and was something of a cherished possession to him. And I was quite honored that he gave it, sent it to me. But it was an article that he had done on the subject of Hubbard and Dianetics from that period.

Q. Did he send you any other documents other than that article?

A. He sent me a something that he had gotten at a book, you know, a book publishers' convention, maybe ABA.

Q. Anything else?

A. Book sellers.

Q. Anything else?

A. That's, I believe in that period of time, that's all.

Q. Did Mr. Garrison send you any documents which were a part of the case file in the litigation that you had before Judge Breckenridge?

A. No.

Q. Subsequent to the time that you settled your litigation pursuant to the agreement which is marked as Exhibit 6 in this case, has Mr. Garrison ever sent you any document which was a part of or a copy of any document which was part of the case file in the litigation before Judge Breckenridge.

A. No.

Q. In the period since your last deposition in this case to the present, did you send any documents to Mr. Garrison?

A. Yes.

Q. What documents are those?

A. I sent him a copy of "I Declare". And I sent him a copy of my letter to Lou Bell. And I think I sent him -- that's what I can recall.

Q. You can recall nothing else that you sent him?

A. No.

Q. You've identified Rod Lurie, as I believe, is a reporter for Los Angeles Magazine?

A. I think so.

Q. How many conversations have you had with Mr. Lurie since your last deposition in this case?

A. I think one.

Q. And do you recall approximately when that occurred?

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE CITY AND COUNTY OF LOS ANGELES

---oOo---

CERTIFIED COPY

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

No. BC-052395

GERALD ARMSTRONG, THE GERALD ARMSTRONG CORPORATION, a California corporation, DOES 1 through 25, inclusive,

Defendants.

and related cross actions.

DEPOSITION OF GERALD ARMSTRONG

Volume VI-A - Pages 753 - 792

Thursday, August 18, 1994

REPORTED BY: DAVID A. DISBROW, CSR NO. 7768

A. No. I have met him two or three times.

Q. Okay. When was the first conversation that you had with Mr. Young after the time you had met him at the courthouse in connection with the Wollersheim II case?

A. The next meeting was in Marin County.

Q. And can you approximate when that meeting took place?

A. Last winter.

Q. From the time that you met Mr. Young, after a period of years at the courthouse, from the time of the meeting that you have just alluded to, I take it there were no conversations?

A. No. I do believe that we did speak by telephone.

Q. I want to go in sequence with respect to any conversations whether they were on the telephone or in person. So I'd like you to describe the first telephone conversation you had with Mr. Young after meeting at the courthouse?

A. I think that between the time of meeting him in the courthouse, and when he came up to San Anselmo, and we met up there, that there were, that my communications with him involved either personal matters like how are you doing, and what are you doing in life, and the relating of, coordinating of things between Mr. Young and Mr. Greene. I think that I put him in touch with Lawrence Wollersheim, and the extent of that would have been telling him what I understood Lawrence Wollersheim was doing and giving Von his phone number or vice versa.

So I suggested that they communicate. So I say that because, at that time, when I communicated with Mr. Young, I learned of his, the circumstances under which he left the organization, a little bit, and what he had been doing subsequently. And along the way, he communicated, I guess, his apology -- he apologized for, I guess, what he considered his attack on me in his testimony in the Armstrong I trial. So that was a piece of our initial contact over the first few months after he made contact with me which was right around the time of that first meeting in the courthouse.

Q. Your first contact with him actually was prior to seeing him at the courthouse, was it not?

A. I believe -- my recollection is that

you, and he related to you that he was involved with a disagreement with the Church of Scientology?

A. I believe, you know, the word "disagreement" is not part of it, but I did learn that he had left in 1989, and had not told them where he was going, and had essentially, hidden out for a period of time.

He told me about, I guess, physical, it could be even beatings like he was physically pushed around, physically assaulted by both Starky and Mrs. Miscavige, and that this was, this sort of incident sort of led to the final break with the organization. And then he really had just gone away and done his own thing for a while and ended up in Southern California.

And I don't know who put him in touch with me, but he did -- he made contact with me and I ended up staying in pretty good touch with him.

Q. Did you discuss with him any of your history of your involvement with the Church of Scientology?

A. We discussed -- the subject has come up on occasion. The archives, you know, what I did as a researcher -- his relationship to me invaded some of the ironies, the way our paths have continued to cross. That was really it.

Q. Did you have any other discussions, other than what you've just described about your mutual experiences when you were respective members of the Church of Scientology?

A. Our mutual experiences were limited to the time when we both worked together on the archives project, so that's a time when, that we shared, and we did talk about that.

We also talked about the freedom articles which concerned me, and which Stacy had been involved in, and Von to some degree, but mainly the experience I guess which was most significant to Mr. Young and myself was the trial in front of Judge Breckenridge in 1994.

Q. And what did you discuss with Mr. Young about that?

A. That is where he says he has, you know, I'm not sure what word he used, but conveyed to me that he's sort of had a harboring, a passing --

Q. That was the regret that he --

A. Right.

Q. All right. Did you discuss, other

than the mutual times that you worked with Mr. Young in the Church, did you discuss any other aspect of your experiences when you were a Scientologist just with Mr. Young?

A. I remember the subject of the Hubbard Archive coming up, not so much in terms of what I knew or what I uncovered or my observations or somebody's because those were so well known, but rather what happened to him subsequently which related to that. So there was a link back to what I had, you know, found, and the things which I had communicated about my conversation applying to the archive, and then -- but it was finally what happened subsequent to my leaving the organization.

Q. Okay. Leaving aside that it was principally about what happened subsequent to your leaving, did you discuss any other area of your experience as a Scientologist with Mr. Young other than what you've testified to already?

A. Yeah. I recall communicating with him about the, my observations of the -- I guess the technology, and the file efficacy, and the significance of some of the procedures and processes of Scientology and its affects on my observation, of its affects on the human psyche.

Q. Other than that, and what you've just testified to previously, do you recall any other substantive discussions with Mr. Young on your experiences or observations as a Scientologist?

A. I don't think so.

Q. Now, you testified earlier, that you put Mr. Young in touch with Mr. Wollersheim and told him how "We could get Mr. Wollersheim"?

A. I recall -- yeah.

Q. That was prior to the time that Mr. Young appeared at the courthouse with the hearing that you've testified to before?

A. I don't think so but -- I'm not sure.

Q. Around the same time?

A. It could have been no one or more the other. No, there's no way without me going inside. It was -- the two are not related incidents.

Q. Well, is it your statement that even after Mr. Young appeared at the courthouse, in connection with a hearing in Mr. Wollersheim's case, that you would have had to indicate how Mr. Young could get in touch with Mr. Wollersheim?

A. Well, I remember doing it at one

get to it.

I don't want to go over ground we covered already so I'm going to give a foundation for my next question. And correct me if I'm wrong, but you had a conversation or conversations with Mr. Young. It preceded a meeting that you had with him in San Anselmo; is that correct?

A. Yes.

Q. Now, not -- okay, am I correct?

A. Right. Between the time we originally -- between the time of the meeting in the Superior Court in Los Angeles, and the time when we met in San Anselmo there were a number of telephone communications.

Q. All right. Have you related to me the substance of, that you can recall, of all those conversations or have you left something out?

A. Nothing that comes to mind.

Q. All right. Then you met Mr. Young in San Anselmo?

A. Right.

Q. What were the circumstances of that meeting?

A. He and his wife were traveling.

Q. Did they come to San Anselmo for the purpose of seeing you?

MR. GREENE: Objection; calls for speculation.

MR. HERTZBERG: If you know.

THE WITNESS: In part. I think they were as much there to see Mr. Greene as they were to see me, but Mr. Greene was gone and I was there.

MR. HERTZBERG: Q. And when was that meeting?

A. I believe in the winter.

Q. Of 1994?

A. '93 -- '94, yeah.

MR. GREENE: Winter starts on December 21st.

MR. HERTZBERG: Thank you.

Q. And Mr. Young's wife is Stacey Young?

A. Yes.

Q. How long did that meeting last?

A. Through the evening. We went to dinner, together, the three of us.

Q. What was the substance of your conversation during that period that you met with them, at that time?

A. Part of it had to do with what they would both be doing in the future or had hopes of doing. Part of it related to my litigation with the or as it was, at that time, and what my expectations were about what could or might happen. And then I think just the regular conversation of people haven't seen each other for a long period of time and shared a common experience.

Q. And that common experience was the Young's, included the Young's involvement for a period of time as Scientoligists and yourself, as well, correct?

A. That was the thing which originally drew us together, right.

Q. And in that meeting, and at that dinner that you had in San Anselmo, you spoke with Von and Stacey Young about some of your experiences as a Scientologist, did you not?

A. Although I have no recollection of discussing any of my experiences, I have also no recollection of, of withholding any of my experiences, so it's my best guesstimate, whatever, that it got touched on.

Q. And "it" being the subject of your

experiences in the Church of Scientology?

A. And my experiences in litigation against it or my thoughts, opinions, and ideas subsequent to being involved.

Q. And did you discuss with Von and Stacey Young your settlement with the Church of Scientology?

A. Again, I have no recollection of specifically discussing the settlement, but again, I discussed my litigation, and the litigation concerning the settlement. And I have been, you know, favorably open and consistent if anyone has an interest in that subject.

Q. And by "open and consistent," that is if there are people that show an interest in that subject, you feel no compunction discussing it, correct?

A. Right.

Q. And now, when I say, "it," I mean matters including your experiences as a Scientologist, and your settlement with the Church. Did you understand that to be, comprehend my prior question?

A. Well, then it was -- I agree with that now.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

--o0o--

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California Not-For-Profit Religious Corporation, Plaintiff, vs. GERALD ARMSTRONG, THE GERALD ARMSTRONG CORPORATION, a California Corporation, Does 1-25, inclusive, Defendants.	Case No. BC-052395

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By: Rosalie E. Stefani
CSR No. 3215

that to the growing list?

MR. GREENE: That's down on the list.

MR. HERTZBERG:

Q. Using the same definition of document, Mr. Armstrong, and for the same time period, did you send any documents to Sally Jesse Raphael or any attorney representing her in litigation or to any representative, lawyer or otherwise, of a television network engaged in litigation involving a show that she did on the subject of Scientology?

MR. GREENE: Dickerson?

THE WITNESS: I have no recollection of sending anything to any of the parties or individuals or entities that you have mentioned.

MR. HERTZBERG:

Q. In the period between March, 1993 and the present did you send any documents, using the same definition of "documents" as I have given you previously, to Richard or Vicki Aznaran?

A. I don't believe so.

Q. During the period between March, 1993 and the present did you make any speech or present any talk on the subject of Scientology to a group of two or more persons?

A. Yes.

Q. And on -- what was the indication?

A. The one that comes to mind was a class at, I think, Stanford.

Q. Stanford University?

A. Right.

Q. Do you recall when that speech or presentation was made?

A. I think in the summer or fall, the fall of 1993.

Q. What was the circumstances of your making that speech?

A. I was invited there by a -- an individual on the faculty --

Q. Who was that?

A. -- and --

Q. I'm sorry. I didn't mean to cut off your answer. Finish your answer, and then I'll ask you the next question.

A. No, I think -- I think that's good.

Q. I don't --

A. I was just debating, you know, had debated whether or not to -- to answer.

Q. Well, I'm asking you to answer.

A. Yeah. Yeah, I know you are, and I was debating whether or not it was appropriate, but I think I furnished at a later date when you have ascertained who it is.

THE WITNESS: That would be fine.

MR. HERTZBERG:

Q. Do you remember the subject of your remarks to the class at Stanford?

A. It had to do with Scientology. It had to do with a statement of my history in Scientology, and then it was answering questions that any of the students had of me.

Q. And in answering those questions did you discuss your experiences in the Church of Scientology?

A. Yes. In fact, as I say, my recollection is that, prior to there being any questions, that was the subject of my -- of what I said. I was asked initially for my history in Scientology and my history with regards to Scientology, and I laid that out first.

Then there was a series of questions, some of which may have related to my experiences inside the organization, some of which may not have.

Q. Did you receive any monetary compensation for giving this speech?

A. No.

Q. Do you have any documents that reflect on the circumstances of your giving this speech?

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1 through 25, inclusive,

Defendants.

CERTIFIED COPY

Case No. BC 052395

DEPOSITION OF

GERALD ARMSTRONG

VOLUME V

PAGES 525 - 624

WEDNESDAY, MARCH 10, 1993

REPORTED BY: LYNN P. NYLUND, CSR NO. 3696

Mary Hillabrand, Inc.
520 Sutter Street
San Francisco, CA 94102

I haven't objected much in the non-Fifth Amendment areas. I really don't want to but I will at this time communicate my desire to you to just simply use your skills to formulate a proper question, please.

MS. BARTILSON: Well, it is improper. Objections are reserved, form questions are normally reserved anyway. It is certainly improper to instruct your witness not to answer based on an instruction based on form.

I object to your obstruction of the deposition. However, I will be happy to ask him different questions.

Q. Mr. Armstrong, since October of 1992, have you provided your knowledge to the Cult Awareness Network?

A. Not specifically.

Q. Since October of 1992, have you provided your knowledge to any member of the Cult Awareness Network?

A. Not specifically.

Q. Have you generally?

A. Yes.

Q. What did you do?

A. I attended their conference in November in Los Angeles.

Q. And what did do you at that conference in November in Los Angeles that generally made your knowledge available to them?

A. I spoke with people.

Q. Who did you speak with?

MR. GREENE: Objection. Right of privacy.

THE WITNESS: Associational privacy.

MS. BARTILSON: Are you instructing him not to answer?

MR. GREENE: No.

THE WITNESS: I spoke with perhaps, personally spoke with some 50 people. Beyond that I would decline to provide the names of those individuals.

MS. BARTILSON: Q. With these approximately 50 people, did you discuss experiences that you had or that you claimed to have had with the Church of Scientology?

A. Although I do not specifically recall discussing my experiences, I was willing to answer those people's questions regarding my experiences.

Q. Did any of those 50 people ask you questions concerning your experiences?

A. Yes.

Q. Did you answer their questions?

A. To the best of my ability.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE CITY AND COUNTY OF LOS ANGELES

---oOo---

CERTIFIED COPY

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

vs.

No. BC-052395

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California corporation, DOES 1
through 25, inclusive,

Defendants.

and related cross actions.

DEPOSITION OF GERALD ARMSTRONG

Volume VI-A - Pages 753 - 792

Thursday, August 18, 1994

REPORTED BY: DAVID A. DISBROW, CSR NO. 7768 were three meetings in all?

A. I think that there were just three. And it may be that there is one that was, that isn't coming to mind, but that's only because it's not coming to mind, and that's why I hesitated about four, but I know of them.

Q. The three being the encounter at the courthouse --

A. Right.

Q. Meeting at the dinner in San Anselmo, and the one I haven't asked you about?

A. Right.

Q. Tell me the circumstances of that encounter.

A. That was at the Lewis, D'Amato law firm, and I went to -- I was down in Los Angeles for, I believe, a hearing, and after I was done at the Superior Court, I had some other work there in the courthouse. We were checking my file for some money, but I had some business at the courthouse, and then I walked over to the Lewis, D'Amato firm and met there with Von, Stacey and Hannah. And it may have been that Graham Berry was also there or he was at least in the area.

And we greeted each other, and then

the, at least four of us went to lunch nearby.

Q. And the four includes whom: Yourself --

A. Myself, Von and Stacey and Hannah.

Q. Hannah being Hannah Whitefield?

A. Right. And Graham also may have been there. He may have been there for part of that.

Q. Graham? Graham Berry?

A. Right.

Q. Right. Mr. Berry doesn't represent you, does he?

A. No.

Q. And he's never represented you, has he?

A. No.

Q. On the occasion of a hearing which you referred to was that a hearing in one of your cases?

A. I believe so.

Q. Was that at the time that the Court of Appeal heard argument on your -- was that the conversation of the hearing when the Court of Appeal considered your appeal of Judge Sohetian's opinion in this case?

A. It might have been or it may have

been on the occasion of some other event, but it may have been, at that time.

Q. Can you tell us what month you think this was in, the meeting occurred?

A. It was not that long ago. Probably in the spring of this year to my recollection.

Q. And what was the substance of conversations that occurred while you were with Von and Stacey Young on the occasion of the meeting at the Lewis, D'Amato firm?

A. My recollection is that it principally concerned the Fishman case, and that around that time Scientology had either dismissed the case or found something to dismiss the case or it was in that stage toward the end of the litigation. And the communications -- the only ones which stand out were on that subject.

Q. And what stands out? Tell me what stands out.

A. That there was a dismissal in progress, that had been filed, it was waiting for a hearing. It may have even been that they were waiting for a ruling on fees and costs. I'm not sure of the consequence. I heard of these events as they transpired, and my recollection was that we communicated about that during the brief time I was there for lunch.

Q. What did you say during these discussions?

A. I don't know. Nothing specific comes to mind.

Q. You can't recall anything that you said during these discussions?

A. Like I say, this was, as far as I can recall, what the discussions were about. There may have been other details that flowed across the lunch table, you know, how you doing in life, what's new, that sort of thing.

Q. Did you offer to furnish a declaration to either the Lewis, D'Amato firm or any client it was representing in the litigation?

A. At some point, I did -- I can't tell you if it was before or after that. I think they already had a copy of my declaration regarding, you know response to Davis Miscavige's declaration, and that was acknowledged by somebody.

I remember Hannah mentioning that she had read it, so that was -- but I don't recall, at this point, in the declaration which I provided

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

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CHURCH OF SCIENTOLOGY INTERNATIONAL, a California Not-For-Profit Religious Corporation, Plaintiff, vs. GERALD ARMSTRONG, THE GERALD ARMSTRONG CORPORATION, a California Corporation, Does 1-25, inclusive, Defendants.	Case No. BC-052395

Reporter's Transcript of Oral Deposition

GERALD ARMSTRONG

Friday, August 19, 1994

VOLUME VII

Pages 793 through 945

Reported By: Rosalie E. Stefani
CSR No. 3215

those events.

Q. And does the reference to psychosis reflect that you spoke with Mr. Berry on January 4th, 1994 about your perception of psychosis suffered by various individuals when you were a scientologist?

A. It -- it is, as I say, very possible that those subjects were discussed. Those were the subjects of the questionnaire.

Q. Okay, when you referred to this questionnaire are you referring to what is -- the term referred to in this document as the Scientology questionnaire ?

A. Right, the questionnaire that FACT published. That's what I assumed is being referred to in this.

Q. And what questionnaire did FACT publish?

A. It published a fact -- or it published a questionnaire on these subjects, suicide and psychosis.

Q. The Church of Scientology?

A. Right.

Q. What is FACT, for the record?

A. It's the acronym for Fight Against Coercive Tactics, and it is -- my understanding of it is that it is a computer database and bulletin board service and a -- essentially a computer-based service.

United States, and he called me in the hope of getting together and visiting with me.

Q. And I take it from your construction of that last response that he hoped in vain?

A. Right.

Q. Did you discuss any aspects of his case on that occasion?

A. I have a recollection of discussing the time of his case, and that is -- when I say that I'm talking about the -- the timetable when his trial might be set for, that sort of thing.

Q. Do you recall any other aspect of that conversation?

A. No.

Q. Mr. Armstrong, you referred earlier to an organization by the acronym of FACT, F-A-C-T?

A. Yes.

Q. Did you have any role in the organization of that entity?

A. I was an incorporator, I believe, and became the president of FACT.

Q. When did you first become involved in any fashion with the formation or existence of FACT?

A. I think it was very close to the time of incorporation, and that was in perhaps June or July of

1993.

Q. And what were the circumstances of your involvement?

A. Mr. Wollerschiem approached me about participating in the form that I did or about participating in other forms, and I advised him to what degree I felt I could participate. And, as a result of that, he -- he put me on as the president and had sent me some of the incorporating documents and related documents to sign as an incorporator or director.

Q. When you say "Wollershiem," Mr. Wollersheim, you're referring to Lawrence Wollersheim?

A. Yes. Yes.

Q. Did he initiate this dialogue with you by telephone or in person?

A. I believe by telephone.

Q. Did you have any meetings face to face in addition to telephone conversations with respect to this subject?

A. I don't recall if there were any specific -- if there were any meetings like that face to face at that time. I don't think there were.

Q. In these initials conversations with Mr. Wollersheim what was the gist of any discussion about the purpose of FACT?

with respect to the purpose of FACT, et cetera, I won't allow him to answer those.

MR. HERTZBERG:

Q. Without conceding that we're not entitled to get an answer to the question as posed and objected to, I will ask as a follow-up question using the formulation that your counsel just gave -- what was your understanding, Mr. Armstrong?

A. It was to -- the purpose was to create an electronic means of assisting the battle against harmful mind control in its various forms and through its various arms, one of which -- and undeniably a major one in my life -- was Scientology.

Q. And the battle, as you put it, against mind control involved persons including involvement of persons who were engaged in litigation with various church entities, Church of Scientology entities?

A. The battle against mind control of that nature is waged in virtually every forum.

Q. And that includes the courts?

A. But the -- but the FACTS part was the electronic aspect of it. FACT was not a litigation answer to Scientology. That's what lawyers do. This is the electronic backup to that particular war.

Q. Okay, insofar as you refer to an electronic backup, you're referring to the furnishing of data and information, correct?

A. The gathering, the computerizing, the coordination, the distribution, all of the things which can be done with an electronic, computerized database and means of accessing and researching in the middle of that.

Q. And, insofar as that database and accessibility to those facts were going to be created by FACT, you understood that one of the ways that that information would be utilized would be by persons engaged in litigation with various Church of Scientology entities who are beneficiaries of the settlement agreement, exhibit six in this case, correct?

MR. GREENE: Object. Boy, it's compound. In part it calls for a legal conclusion. You can answer the question if you understand it.

MR. HERTZBERG: Go ahead.

THE WITNESS: Although I did not consider that specifically or gave it very little thought, I did not eliminate any use in any forum from what could result from the creation of an entity such as I understood FACT might be.

MR. HERTZBERG:

Q. Did you discuss with Mr. Wollersheim whether the information that would be assembled for the

THE WITNESS: I know you are not interested in that, but that's what comes to mind.

MR. HERTZBERG: Let me ask the question.

THE WITNESS: Since I've seen that I have not gone back and checked whatever it was that's being referred to in the FACT documents to see whether or not that allegation was true but, again, I have no reason to doubt that it was included in FACT'S papers. And I, myself, would not do anything to limit FACT accessibility to that group of individuals or people.

MR. HERTZBERG:

Q. Mr. Armstrong, did there come a time when you personally furnished data to FACT for inclusion in their database?

A. Yes.

Q. All right, when did you begin to do that?

A. I would say sometime in the fall of -- fall of 1993.

Q. And what was the procedure that you followed wherein you were able to accomplish that objective?

A. I forwarded certain of my declarations.

Q. To whom?

A. I believe those went to FACTNET, and I don't -- I don't recall to which FACTNET address they went at that time, but they -- they did go to one of the FACTNET addresses.

Q. You have just referred to a "FACTNET." Is there a difference between FACT and FACTNET?

A. No, actually, --

MR. GREENE: Hold on just a second. To whatever extent the question -- the response would call for a legal conclusion, I object. Go ahead and answer it.

THE WITNESS: Okay. It is called, actually, by both names. And, originally, it was known to me as FACT, and it sort of grew up as FACT in my mind. I think that it has grown to become known as FACTNET, and I think that that is also -- also, it's more or less an official name. It may be FACTNET, I think, but, in any case, FACT or FACTNET, I'm referring to the same entity although it went through a transformation through time.

MR. HERTZBERG:

Q. Did you mail the documents that you have referred to or did you have them delivered in some other fashion?

A. I believe that they were mailed.

Q. By yourself?

A. My recollection is, yes.

Q. Do you know whether they were addressed to a particular person?

A. I'm not certain if they just went to the FACT address, and I'm not sure what that even was at the time, but I may be able to discern that as well.

Q. By reviewing records?

A. I may be able to tell through some record. I'm just not certain if a coverletter was made or kept of that material.

MR. HERTZBERG: Mr. Greene, would you search for that coverletter and, if it exists, produce it?

MR. GREENE: Yes, absolutely.

MR. HERTZBERG:

Q. Okay. Mr. Armstrong, what declarations did you include in this mailing?

A. I can't identify them all right now, but it included those that I had easily accessible at that time, my statements through the litigation.

Q. Did it include any declarations that had not been previously filed in court?

A. I don't believe so.

Q. Other than declarations what other documents did you mail or otherwise deliver to FACT?

A. I don't know if there were -- there was a group of materials relating to Gene Ingram.

Q. What materials were those?

A. There was --

Q. I'm sorry, go ahead.

A. Those were all documents that I had -- I had put together relating to Ingram.

Q. Consisting of what kinds of documents?

A. Documents relating to the $2,000,000 check deal, Michael Flynn, documents relating to his history in the LAPD, documents relating -- yeah, those were the main areas. It mainly concerned the Flynn -- the Flynn frame-up story.

Q. Any other documents relating to Ingram?

A. Oh, there were -- there were documents relating to the Armstrong videotape operation, the Armstrong operation, so although that involved the Flynn operation, the Ta-Mi-Mi (phonetic) operation -- the Ta-Mi-Mi operation, I think, in my mind there's a separation of them.

Q. When you refer to the Armstrong videotape operation are you referring to the discussion in which you were -- among other things said "just alleged," is that the one?

A. No, I think you -- I think you have got it -- you have got it mixed up with something that you have just alleged, but --

Q. Well, what?

A. But you're thinking --

Q. Those words are not uttered by you on the videotape?

MR. GREENE: Hold it. Hold it. Mr. Armstrong, will you please slow down for a minute.

I will object to that particular question and instruct the witness not to answer it unless he actually reviews the videotape -- has an opportunity to review it before answering the question.

MR. HERTZBERG:

Q. Mr. Armstrong, other than the declarations that you have referred to and the materials originally identified as the Ingram operation, which you have testified to, what other documents did you submit to FACT?

A. I sent FACT a copy of my letter to Lubell. I sent FACT a resignation letter, and I think that's all.

Q. And which, in the resignation letter, you resigned from FACT?

A. Right.

Q. We'll get to that in a moment, but can you state with certainty or near certainty that you have just described the entirety of the documents that you submitted to FACT?

A. There may have been other documents, but I have no present recollection of them and, if there were, they -- my present recollection is that they were minimal

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

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CHURCH OF SCIENTOLOGY INTERNATIONAL, a California Not-for-Profit Religious Corporation,)
Plaintiff,)
vs.) Case No. BC-052395
GERALD ARMSTRONG; THE GERALD ARMSTRONG CORPORATION, a California Corporation; Does 1-25 inclusive,)
Defendants.)

CERTIFIED COPY

DEPOSITION OF GERALD ARMSTRONG

Volume VIII

Pages 946 - 1063

THURSDAY, OCTOBER 20, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

which I sent to them which really are contributions to their database. And there's -- there are certain -- my understanding is that part of FACTNET's existence depends on and involves the protection of the sources for its database.

And so I want to do what is correct so that I am not doing something to jeopardize that or to do the wrong thing. So I want to get a consultation with regards to that.

Q. I can't obviously prevent you from consulting.

A. Right.

Q. That's your right. And we will resolve the issue of your production after you've consulted with your counsel. I'm merely asking you some questions so I understand what materials you will be consulting your counsel about.

A. Right. And it is those two lists of materials.

Q. I want you to elaborate with respect to those two classes, however.

A. Okay.

Q. With respect to what you've called the correspondence, do you know what time period that correspondence covers?

A. It would be from, I believe, July or perhaps -- but I believe July of 1993 through -- through the point of my resignation as a director and president of FACTNET in January 1994.

Q. And would that correspondence include letters from Gerald Armstrong to others, as well as correspondence from others to Gerald Armstrong?

A. My recollection is that other than the -- that my signing of documents, which were sent to me, and the return of those documents, that what I'm talking about is documents to me in my capacity as a director.

Q. From others?

A. Correct.

Q. Within this group of documents are there any letters from Gerald Armstrong to others?

A. Other than that exception which I gave you, that is, that I -- I believe that within that there were documents which I signed and returned. But they were not -- none of those are documents, to my recollection, which were originated or generated by me.

Q. About how many separate documents comprise this first category of FACTNET documents?

A. Although I have not counted them, I would estimate that there were in the neighborhood of 10 to 15.

Q. With respect to the contributions made by you to the FACTNET database, what was the time period encompassed?

A. I believe that it would have all been within the last year. And although I do not have specific dates in mind, the earliest, I believe, would have been in the winter of 1993, 1994. And then the -- perhaps the spring of 1994.

MR. HERTZBERG: Let's go off the record for one moment.

(Discussion off the record.)

MR. HERTZBERG: Q. What was the nature of the contributions that you made during that period to the FACTNET database?

MR. GREENE: When you say nature, could you be a little more specific, please.

MR. HERTZBERG: Yes, I would like to know the subject matter or the contents, in general, general terms.

THE WITNESS: Okay.

MR. HERTZBERG: Q. Very general terms.

A. Right. And I will give them to you in general terms.

My recollection is that it included declarations written by me and perhaps other writings originated and written by me, and it included documents which I had possessed and assembled.

So a lot of those documents could have been exhibits to my declarations or they could have been in another form, that is my recollection of the nature of all of the documents which I -- which I sent.

And I believe that there were two, although there may have been three occasions on which I sent documents, which I possessed in one form or another, to FACTNET for its database.

Q. Approximately, how many documents in total would comprise this category of contributions you made to the FACTNET database?

A. I think that it would be in the neighborhood of two to three inches of documents.

Q. When you refer to the declarations that you contributed to the FACTNET database, were any such declarations declarations of yours that had not been previously filed in the public record?

A. I don't believe so.

Q. When you refer to other writings, I assume you mean writings other than declarations. What would be the nature of those other writings?

A. There may have been cover notes or cover letters to the documents. That's the only thing that I can think of that was not a declaration. But I can't presently recall everything, but I believe that if there were anything, that it would have been cover letters or notes of some kind like that.

Q. When you refer to other documents, assembled?

A. Or they may have been included within exhibits to the declarations, or as part of the whole package or packages, letters. And although I don't have a specific recollection of a specific letter or even a specific declaration, they could, you know, because letters are often exhibits to declarations, so could have been something like that. But I have no recollection of a specific creative work or some, you know, a book or a manuscript or a treatment for a screenplay that went to FACTNET.

Q. Is your last answer that you just gave responsive to my question about other documents assembled, is that what you --

A. Well, you asked specifically about what were the other documents which I had written, and I was trying to give you my best recollection of what even could be there.

Q. Did your contribution to the FACTNET database include documents that you assembled which you had not written yourself?

A. Yes.

Q. Would you tell us the nature of those documents?

A. It's my recollection that certain, if not many, exhibits to my declarations were not written by myself. So there are certain documents which fit into that category.

And then there are certain documents which are an assembly of documents which are not directly related to a declaration, which also include documents not written by myself.

Q. And you gathered those?

A. Right, I assembled them.

Q. Did anyone ask you to make this contribution to the FACTNET database?

A. Yes.

Q. Who was that person or who were those persons?

A. Lawrence Wollersheim.

Q. Anyone else?

A. I don't believe so.

Q. When did Mr. Wollersheim first ask you to make a contribution to the FACTNET database?

A. My recollection is that it was not long after, and may have even been before, because the subject had been discussed on many, many occasions or it has been a -- it is what FACTNET is about. So it has been there as a concept in written communications and in FACTNET's and in conversations as well directly with Mr. Wollersheim.

Q. When?

A. The earliest that you asked -- he asked about it and I answered that was around not long after FACTNET incorporated and it could have been even before.

Q. Was this request by Mr. Wollersheim in writing or oral?

A. I believe that it has been in writing, although not, my recollection is, directed specifically at me. But generally that that is what FACTNET is doing and here's an opportunity to do this, and this is what FACTNET wants, so in that sense generally in writing. And then I also believe that Mr. Wollersheim and I had a discussion by telephone.

Q. Do you know when that conversation -- do you recall approximately when that conversation took place?

A. My recollection is perhaps the fall of 1993.

Q. As best you can recall, what did Mr. Wollersheim say to you and what did you say to him during this call?

A. I do not recall specifically what was said. But I know that Mr. Wollersheim did request that I send my declarations. And I don't recall if they were specific ones, although I believe that they were not specifically requested, that it was a general request and I sent him general -- generally my declarations.

Q. When you made your contributions to the FACTNET database you understood that there was a purpose for the assembly of the database, did you not?

A. Yes.

Q. And that purpose included providing access to materials for persons who were engaged in litigation with various Church of Scientology entities; correct?

A. I would say yes.

Q. And that purpose also included making information available to persons who might be contemplating pressing claims against various Church of Scientology entities; correct?

A. Although I did not specifically have that in mind, I certainly recognize that that is a possibility.

Q. At the time that you furnished these materials to FACTNET, did you occupy a corporate position with FACTNET?

A. I may have for part of it, and I believe I did not for another part of it.

Q. Did you speak to Graham Berry about the existence of FACTNET and the information that was being gathered by FACTNET?

A. I don't believe so.

organization, and that this was a conflict which I viewed as something that something could be done about.

Q. That conflict included court cases, did it not?

A. It certainly included my own. And as I say, just as a concept, the use of litigation, the use of lawyers and the use of the courts to harass includes potentially all of Scientology's litigation.

Q. Didn't the Scientology litigation, and what you referred to as conflicts, also include suits brought by individuals against various Church of Scientology entities?

A. In the sense that those suits are reflective of the Scientology situation and the Scientology conflict, yes.

Q. Mr. Armstrong, you also testified that you thought it would be beneficial to you personally to refer Mr. Young to FACTNET. In what sense would you so benefit?

A. I believe that FACTNET could potentially play a tremendous part in the resolution of my conflict with Scientology. And it would do that by evening the playing field to some degree, and by the creation of a facility which, although it could never be equivalent to Scientology's intelligence and computer network and so on, at least would be something to counteract the organization's system.

And I felt that Mr. Young had both the history and the expertise to help make FACTNET work, and would be a -- I thought could be a point of some stability and understanding within FACTNET and also provide FACTNET with some good media understanding, an expertise.

Q. Other than Mr. Young, did you ever refer anyone else to FACTNET?

A. I have a recollection of mentioning FACTNET to a media person. And it -- I believe that it will come to me as I consider it just for a second.

And I also believe that in the communication the person said, oh, I already know about them and I've been in touch with them. But.

Right now I can't -- it doesn't come to me clearly who it is, although it easily may have been Rick Cusick of Gauntlet magazine.

Q. If you come to a better recollection at any point in this proceeding, would you please just alert me?

A. Yes.

Q. Thank you.

From the time that you became a corporate officer of FACTNET to the present, has anyone ever contacted you because, to your understanding, they became aware of your involvement with FACTNET?

IN AND FOR THE SUPERIOR COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

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CERTIFIED COPY

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1 through 25, inclusive,

Defendants.

Case No. BC 052395

DEPOSITION OF GERALD ARMSTRONG

Wednesday, June 24, 1992

REPORTED BY: SUSAN M. SKIGEN, CSR #5829

since, since '89.

Q. Okay.

A. When, I mean, I have, I have absolutely no intention of honoring that settlement agreement. I cannot. I cannot logically. I cannot ethically. I cannot morally. I cannot psychically. I cannot philosophically. I cannot spiritually. I cannot in any way. And it is firmly my intention to not honor it.

Q. No matter what a court says?

A. No court could order it. They're going to have to kill me.

Q. Well, let's just hope we don't have to turn this into a death penalty case.

A. Into a what?

Q. A death penalty case.

A. Right, but you guys would.

Q. I'm not the one who stands up and pounds the table and screams at people in this deposition, your lawyer is. If I were to stand up at this deposition and scream at you to shut up, would you consider that to be an act of fair game?

A. I consider the whole thing --

Q. I know, but if I were to stand up and yell at to you shut up, would you consider that to be fair game?

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare

1. I am making this declaration to respond to the application (App.) of the Church of Scientology International, hereinafter referred to, along with the rest of Scientology's command and control structure, as "the organization," for an order to show cause why I should not be held in contempt of court, and to the declaration of Laurie J. Bartilson (LJB Dec.) dated December 31, 1992 on which said application is based.

2. Judge Breckenridge stated in his decision filed June 22, 1984, in the case of Scientology v. Armstrong, Los Angeles Superior Court No. C 420153, hereinafter referred to as Armstrong I, affirmed on appeal in Scientology v. Armstrong (1991) 232 Cal. App. 3d 1060, 283 Cal. Rptr. 917, that:

> "[i]n addition to violating and abusing its own members civil rights, the organization over the years with its "Fair Game" doctrine has harassed and abused those persons not in the [organization] whom it perceives as enemies. The organization clearly is schizophrenic and paranoid..."

Ms. Bartilson is a member of the Scientology organization.

3. Ms. Bartilson states that on June 24, 1992 during a deposition in this litigation I asserted that I would never comply with the order of the Honorable Ronald M. Sohigian dated May 28, 1992, hereinafter referred to as the "Sohigian ruling,"

which denied in part and granted in part the organization's motion for a preliminary injunction brought to enforce the December 1986 "Mutual Release of All Claims and Settlement Agreement," hereinafter referred to as the "settlement agreement." (App. p. 3, 1. 3; LJB Dec. p. 2, para. 4) When I state at page 124 of the June 24 deposition transcript that I have " absolutely no intention of honoring that settlement agreement," I mean exactly that. I do not mean the Sohigian ruling and Ms. Bartilson is something indiscernibly different from dishonest to so state in her sworn statements. The settlement agreement cannot be enforced, it is impossible for me to honor it, and Judge Sohigian refused to enforce it.

4. Ms. Bartilson states that on October 7, 1992, during a deposition in this case, I confirmed that I indicated to Los Angeles Times reporter Robert Welkos my intention not to comply with the Sohigian ruling. (App. p.4, n.4) Ms. Bartilson also states that my testimony from that deposition, which she quotes in her declaration, is an acknowledgement by me of my intention to wilfully disobey the terms of the Sohigian ruling. (LJB Dec. p.4, para. 5) There is not one word in my deposition testimony she has quoted, nor anywhere else, that would indicate to anyone with eyes to see, an intention by me to disobey the Sohigian ruling. My statement concerning the injunction, which Ms. Bartilson has quoted but woefully misinterpreted means only this: the organization moved the LA Superior Court for an order to enjoin me from doing anything not permitted by any or all of the

conditions and prohibitions of the settlement agreement; the Sohigian ruling enjoins me from doing certain things, but specifically denies the organization's motion as to all the agreement's conditions and prohibitions except said certain things. The organization did not appeal that ruling; therefore I am free from the potential of an order which could have enjoined me from doing those things which are prohibited by the language of the settlement agreement but not prohibited by the much narrower Sohigian ruling.

5. Ms. Bartilson states that I have threatened in my letter of December 22, 1992 that if I am not paid $500,000 and this lawsuit dismissed I intend to travel to South Africa to testify against a church of Scientology. (App. p.4, l. 12; LJB Dec. p. 8, para. 15, 16) My letter contains no such threat, nor any threat, other than the affirmation, which should not be perceived as threatening, that I will not be intimidated by the organization's threats into not living my life and not helping its victims. Ms. Bartilson should rejoice at that fact because there very easily may come a time when she will perceive herself, having been forced by her organization's leader to commit so much perjury and attack so many innocent people of good will in violation of all the ethical standards expected by our society of officers of the court, as a victim, and will herself look for understanding and help from people her organization has not been able to intimidate. Only the resolution of the Malcolm Nothling litigation will keep me from travelling to South Africa to

testify at his trial. I have already been subpoenaed to testify at that trial and I have promised Mr. Nothling that I will appear to testify. The $500,000 is not for me but is my estimate of what my fees and costs are to date in the instant case. Pursuant to the settlement agreement, the prevailing party in any effort to enforce the agreement is entitled to the costs of suit and reasonable attorney's fees. I have already prevailed in this case, in that by the unappealed Sohigian ruling I have been freed from all the prohibitions of the settlement agreement, except the narrow restriction of my right to provide testimony to claimants or intended claimants against the organization unless pursuant to subpoena. The $500,000 is unrelated to the Nothling litigation, but is what I considered was required in order to peacefully and rationally end the Armstrong litigation without a trial and without a significant human catastrophe. The organization has, however, rejected my offer to settle this and any other cases, so my offer and the whole December 22 letter did not directly or indirectly assist anyone, thus cannot logically be considered a violation of the Sohigian ruling. I am not displeased to not have this case or the Nothling case dismissed because they will run the course most useful to God, and that may well include the catharsis of public trials.

6. Ms. Bartilson states that I intend to voluntarily assist anyone and everyone opposing Churches I can locate. (App. p. 4, l. 16; LJB Dec. p. 8, para. 16) This is silly. I don't oppose churches, and I don't know anyone who opposes churches.

In fact, in 1986 I founded a church, which, having expanded its membership more than thirty times in less than seven years, is one of the world's fastest growing, a fact which probably explains why the organization opposes it so religiously, since it claims and desires to be the world's fastest growing church. L. Ron Hubbard, whom I knew, opposed churches and opposed religion itself, and his organization, reflecting his schizophrenia and paranoia, opposes churches and religion, but Mr. Hubbard has disappeared and I am not attempting to locate him. In fact I am not even attempting to locate anyone opposing Ms. Bartilson's non-church organization. Anyone I am to communicate with will be led to me. It very well may be that at this period of my life some of these people will be those who oppose the non-church nature of the Scientology organization, but that is not surprising because people of good will everywhere oppose such a nature, and there are such people of good will everywhere.

7. Ms. Bartilson states that I express in my December 22 letter the viewpoint that the Sohigian ruling places no restrictions whatsoever on my conduct. (App. p.5, l. 1; LJB Dec. p. 8, para. 16) The very words Ms. Bartilson has excerpted from my letter to support her charge show that I do consider that the ruling does restrict my conduct. "I consider myself free to do anything anyone can, except testify absent a subpoena." Ms. Bartilson is also aware that I have appealed the Sohigian ruling for the reason that it does restrict my conduct, in fact acts as an unconstitutional prior restraint on my right to speak, and

that, even though the restriction is limited to my not being able to testify on behalf of claimants or intended claimants against the organization except pursuant to subpoena, I consider that injunction illegal as it is obstructive of justice and uses the authority and powers of the judiciary to assist vexatious and criminal litigants. The Sohigian ruling does not prohibit my association with and befriending of all those people I consider the organization attacks unjustly and senselessly, does not prohibit my making my knowledge and support available to the Cult Awareness Network, hereinafter referred to as "CAN," in the litigation the organization has fomented against CAN, and does not prohibit my making my knowledge and support available to entities like Time and people like Rich Behar in their defenses from the organization's attacks. Nowhere does the Sohigian ruling state that I may not help those individuals or groups against whom the organization or its agents is litigating a claim or intending to litigate a claim. Nowhere does the Sohigian ruling state that I must sit by while the organization lies, cheats, abuses innocent people, attacks justice and perverts religion.

8. Ms. Bartilson states that a paragraph she quotes from my December 22 letter makes plain what she calls my personal contempt for a court which would rule against me. (App. p. 5, l. 10; LJB Dec. p.9, para. 19) This is a wild and crazy concoction. What I stated, and what I believe is obvious in our system of jurisprudence, and far from contemptible, is that no court will

order me to not defend myself. I have been sued by the organization and I am therefore a defendant. If there comes a day when defendants are not permitted by our courts to defend themselves, then our courts will be deserving of society's contempt. Although the organization, which, pursuant to its own policy, uses our courts to harass its perceived enemies and waste people's time, money and lives, works for that day, I am not worried about that day's arrival. At this time I continue with faith in God Who will not let Justice be no more and Who will not leave me defenseless. I am not unaware that judges are human, that some have been compromised and corrupted, and that bucks, babes and bull are common mechanisms to effectuate judicial compromise and corruption. I am also not unaware that the organization has a widely known and occasionally publicized history of contempt for our judicial system and contumelious efforts to compromise and corrupt our judiciary. Here, not only does the organization seek to have this Court prevent me from defending myself by, inter alia, publicly speaking the truth and helping the organization's victims, it presses to have me punished for speaking and helping.

9. Ms. Bartilson makes much of the fact that I continue to work as a paralegal in the office of Ford Greene who represents various people in organization-related litigation. (App. p. 6, l. 6; LJB Dec. p. 4, para. 6) Yet it is the organization which has made it necessary for me to work in Mr. Greene's office. Wherever I go, until the organization publicly and honestly

repudiates "fair game," it will target me and use its intelligence network and operations, legal machinery and self-serving madness to destroy me. No employer, other than one who understands this organization's motives, means and madness, can recognize and withstand its covert and overt attacks. The organization puts at risk, because of its pervasive and calculated hatred of me and its determination to destroy me, any employer who would hire me. In 1982 its PIs staked out the law firm where I worked, embarrassed me, terrified my fellow employees, and it harassed my lawyer employers, including the firm's senior partner, with frivolous depositions. The organization attacked my next employer, Michael Flynn, with some fifteen lawsuits, bar complaints, framed him with the forgery of a $2,000,000 check, ruined his marriage and finally induced him to desert me in order to end the attacks. In 1991, the organization sued another lawyer, Joseph A. Yanny, for daring to represent me in litigation. Mr. Yanny didn't represent me and the litigation existed only in the organization's mad imagination. The organization has now initiated an attack on yet another of my lawyers, Michael L. Walton, subpoenaing him for a frivolous deposition, demanding the production of his personal files and client files, threatening to take his house, and disrupting his life. The organization has subjected Ford Greene to false bar complaints, constant surveillance, and a scheme in which organization lawyers tricked his clients, the Aznarans, into firing him as their lawyer. It sent an agent to get close to him, get into his office by deception and steal his client files. The organization will do whatever it can to compromise me, any employer and any lawyer, and ruin any relationship of any kind I may develop with anyone. The organization's malice is certainly demonstrated in this effort to have me held in criminal contempt. Based on lies and perversions it wants me jailed for opposing its antisocial acts, and living my own life. I have no doubt that the organization leaders have plotted my assassination, nor that all my friends are at risk from the organization because of their association with me. I am working with Mr. Greene because he too is the target of this organization's attacks, because he understands, and because he too does not think much of organized evil.

10. Ms. Bartilson claims that my execution of proofs of service on July 30, 1992 in the case of Aznaran v. Scientology, US District Court, Central District of California No. CV-88-1786-JMI(Ex) is an acknowledgement of my intention to wilfully disobey the Sohigian ruling (App. p.7, 1.10; LJB Dec. p. 6, para. 11) It isn't. The Sohigian ruling is not intended to and does not prohibit such clerical tasks which can be done by anyone. Signing the proofs of service has nothing to do with my experiences in the organization, concerning which I can provide testimony to claimants and intended claimants only pursuant to subpoena. When I received and read the Sohigian ruling I sought to divine its meaning and apply it sensibly to my life, work and legal situation. If it meant precisely what it said then I would

have to stop breathing because by breathing I would be indirectly assisting any person litigating a claim against the organization entities referred to in sec. 1 of the settlement agreement. Obviously, therefore, Judge Sohigian did not mean what he stated. If he meant only that I could not, as opposed to passive assistance to litigating claimants such as breathing, living and writing magazine articles for the public generally, physically act to help such a claimant personally, I would have to ensure every little old lady or little old man I might escort across any old road was not such a claimant. I am certain Judge Sohigian did not intend that. Even an interpretation of the Sohigian ruling that I am prohibited from indirectly assisting any person litigating a claim against the organization entities in that litigation, in some way unrelated to my experiences in and potential testimony against the organization, leads to absurdities that Judge Sohigian also could not have intended. I recognized that the organization would interpret the Sohigian ruling in an absurd way because its way of interacting with me is crazy and its stock-in-trade is perversion of logic and truth; but I reasoned that I could not myself act in an absurd or illogical fashion and pervert truth out of fear of the organization's use of my God-given actions to attack me. Following Ms. Bartilson's tortured logic, if I got a job as a clerk in the LA Superior Court, for the rest of my life I would not be able to receive, stamp or file any document from anyone involved in litigating a claim against any of the organization entities. Nor could I answer the phone if a lawyer for such a claimant or even his organization opponents called the Court. If I got a job as a postal carrier I would have to refuse to deliver mail to and from any such claimant. If I became a cab driver I would have to question all my fares and refuse to carry any claimant or his lawyers or witnesses on their ways to meetings, depositions and trials. If the same illogic were permitted in settlement agreements in all cases, and became anywhere near usual in the litigation industry, nobody in this great country could do anything for anybody for fear of violating some non-assistance covenant. The opportunities for unscrupulous groups like the Scientology organization would be fantastic, for anyone who signed such an agreement could be easily framed with settlement violations. Coupled with $50,000-a-crack liquidated damages clauses the economic possibilities are Hubbardian in megalomagnitude. Trick the clerk into opening an envelope containing anti-organization litigation papers; con the cabby into driving the wrong person to a deposition; photograph the postman delivering something to a litigant. But I do not believe Judge Sohigian intended such an interpretation of his ruling, and I do not believe such non-assistance covenants or orders are legal or do anything but obstruct the administration of justice and attempt to destroy mens' souls. I believe Judge Sohigian intended only that I cannot make my organizational experiences, which are unique to me, available as testimony to claimants or intended claimants except pursuant to a subpoena. For seventeen months I have been Ford Greene's sole office helper. I cannot always tell who is phoning Mr. Greene's office before I speak to the caller, and sometimes the callers are people litigating claims against the organization. These same litigants send mail to and receive mail from Mr. Greene's office. It would be unprofessional, discourteous and suicidal to not assist those people by not taking their calls, refusing to handle their mail or not signing proofs of service if I do handle their mail. These are clerical tasks which anyone without any organization experience can perform, and, I believe, are included in Judge Sohigian's specific non-prohibition from "engaging in gainful employment rendering clerical or paralegal services not contrary to the terms and conditions of this order."

11. Ms. Bartilson states in her declaration:

> "In July, 1992 following my receipt of a copy of a ruling of Judge Ideman in Aznaran v. Church transferring that case from the Central District of California to the U.S. District Court in Dallas, Texas, I received a telephone call from Armstrong in which he stated that he was calling from Mr. Greene's office and that he needed to receive immediately by fax such transfer ruling of Judge Ideman. I told Armstrong that the May 28 Order prohibited him from assisting the Aznarans or any other litigants against the

> Church. He replied that he was trying to help the Aznarans. On behalf of my client the Church, I allege that the statements made by Armstrong as relayed in this paragraph are acknowledgements by Armstrong of his awareness of the May 28 order, his ability to act in compliance of such order and his intention to wilfully disobey its terms."
> (LJB Dec. p. 5, para. 9)

Ms. Bartilson's averments are in a different firmament from the realm of truth. On Friday, July 10, 1992 at approximately 2:10 P.M. Ms. Bartilson called Mr. Greene's office. I answered the phone, and she asked for Mr. Greene. I advised her that he was in court. Ms. Bartilson gave me the message that the organization was filing an ex parte application for relief in Aznaran from the US District Court's order of June 25, 1992, attached hereto as Exhibit A. She then said, sarcastically, "You'll just relay the message, right? You won't do any work on the case?" Because I knew Mr. Greene's office had not received the order, concerning which Ms. Bartilson was going to be seeking the ex parte relief, I attempted to relay her message to Mr. Greene's co-counsel on the Aznaran case, John C. Elstead, who I thought would have the order. Mr. Elstead's secretary, however, advised me that he was in Idaho and that she did not know if he had the order. Because of my understanding of notices of ex parte applications, because it was Friday afternoon, because I did not know how long Mr. Greene would be gone from the office and I had no way of contacting him, because Ms. Bartilson had already called me and announced the fact of the order and spoken to me about the ex parte application, and because the relay of such communications and documents is merely common courtesy between people in the law business, I called Ms. Bartilson back and asked her to fax the order she was referring to. Ms. Bartilson said she wouldn't fax the order unless someone else in Mr. Greene's office asked for it. I simply said that I was trying to help her by making sure the information to Mr. Greene was complete. In her attitude and comments Ms. Bartilson was snotty, and in her present declaration shameless. The order granting defendants' motion to transfer the Aznaran case to Texas, attached hereto as Exhibit B, was signed on August 26, 1992, a month and a half after Ms. Bartilson's call to me on July 10. She is also fibbing about who I said I was trying to help and who called whom.

12. Ms. Bartilson states that in my deposition in this case taken on October 6, 1992 I admit that I was assisting three persons, Tillie Good, Denise Cantin and Ed Roberts, and that whatever it was I said indicates my intention to wilfully disobey the Sohigian ruling. (App. p. 7, l. 18; LJB Dec. p. 6, para 12) Yet there is not one word in the deposition pages Ms. Bartilson cites to that shows I assisted Ms. Good, Ms. Cantin or Mr. Roberts in violation of the Sohigian ruling. I did not assist them and I did not violate the ruling.

13. Ms. Bartilson charges that my interviewing Mr. Roberts violates the letter and spirit of the May 28 order. (App. p. 8, 19, 20) She fails, however, to provide the date of said interview. It was November, 1991, six months before the Sohigian ruling.

14. Ms. Bartilson states that my assisting in the relay of communications between Richard and Vicki Aznaran and Ford Greene are violations of the Sohigian ruling, for which I should be found in criminal contempt and jailed. (App. p. 7, l. 5) Her co-counsel, Andrew Wilson, however, during my deposition in this case on July 22, 1992, clarified what office clerical duties he considered were not prohibited by the Sohigian ruling.

> "If you answer the phone because one of your duties is to answer the telephone in the office, that is not part of your duties as a paralegal on the Aznaran case.
>
> "if the communication was 'have Mr. Greene call me,' I wouldn't consider that a paralegal duty."

(Pages 190, 191 from 7/22/92 deposition, attached hereto as Exhibit C) I took Mr. Wilson's comments to mean that he recognized that clerical duties which could be performed by anyone were not prohibited by the Sohigian ruling. I also took his comments to mean that he was going to interpret the ruling sanely, and certainly not in the absurd manner Ms. Bartilson has. I did not consider that when Mr. Wilson was making his statements he was inviting me to violate the organization's interpretation of the Sohigian ruling so I could be found in criminal contempt and jailed.

15. Ms. Bartilson states that in my letter of December 22 I include the payment of an unspecified amount to Mr. Roberts as a condition to ending my "campaign of harassment against the Church." (App. p. 8, l. 16) Making Mr. Roberts whole financially is not a condition to anything. I have no campaign of harassment to be able to end. The organization has a campaign of harassment toward its innocent members and innocent non-members, which I have attempted with my December 22 letter to resolve peacefully. And the organization is, in its present philosophy and form, not a church.

16. Ms. Bartilson charges that I sent copies of my December 22 letter to 35 individuals in what can only be described as deliberate harassment. (LJB Dec. p. 7, para. 14) I, however, describe my letter differently, and I am not alone. Sending the letter to the various organization addressees made sense because they have a right to know about the risk at which they are being put by the organization's leaders, and because I have a duty to mitigate my damages in this case. Sending the letter to the non-organization addressees was a logical courtesy because they are all affected by the Armstrong litigation, the obstruction of justice spawned by the organization's settlement agreements, the Sohigian ruling, and most certainly would be affected by the organization's ceasing its seemingly ceaseless attacks. I don't

believe any court will order me to not mitigate damages in this litigation, nor do I believe that any court will order me to not attempt to make peace with the organization and not attempt to end the organization's antisocial attitude and actions in order to avoid a significant human catastrophe. If the organization transformed its attitude and actions, as they are directed at its erroneously perceived enemies, into something different from antisocial, I would be more than willing to desist in my efforts.

17. Ms. Bartilson describes CAN as "an antireligious group that advocates the kidnapping and forcible 'deprogramming' of individuals belonging to religions." (LJB Dec. p. 8, para. 17) Because of what I learned over the past year and a half of the organization's attack of CAN and to see for myself what was the truth I attended CAN's 1992 annual conference, which was held this past November in Los Angeles. I am thoroughly convinced that CAN, unlike its attacker, is completely non-antireligious. I am religious, and CAN, unlike the organization, has never attacked me. I am also convinced that not only does CAN not advocate kidnapping and forcible deprogramming of individuals belonging to religions, it does not advocate kidnapping and forcible deprogramming of individuals belonging to non-religious, antisocial hate groups like Scientology. The organization as a hate group was in full force at the CAN conference with lawyers, private investigators, thugs and paid picketers whose sole purpose for being there was to harass CAN members, most of whom are innocent people of good will whose families or lives have

been hurt by the organization or other cults of a similar antisocial and destructive stripe.

18. Ms. Bartilson charges that my making of a videotape of an interview with Jerry Whitfield is a deliberate violation of the Sohigian ruling. (App. p. 9, l. 19) She goes on to state that my production of the videotape interview

> "demonstrate[s] most eloquently the contempt which Armstrong has for the legal process, plaintiff's rights, and this Court. His defiance is not accidental or a misstep: it is deliberate, flagrant, defiant contempt. If ever a case cried out for the issuance of an order to show cause, this is the case."
>
> (App. p. 10, l. 16)

The videotape interview is not a violation of the Sohigian ruling because it does not assist any claimant against any organization entity in any claim, arbitration or litigation. It is indirect passive assistance to everyone just as breathing is, and cannot be enjoined by the ruling unless the ruling is interpreted in a foolish manner. As explained in paragraph 10 above, I do not interpret the Sohigian ruling as the organization does because to do so would be foolish.

19. Ms. Bartilson claims that Mr. Whitfield is an anti-Church litigant (App. p. 8, l. 26), and that I made the videotape for possible use in the case of Angel Casillas v. Jerry & Hana Whitfield, Los Angeles Municipal Court Case No. 91K49349 (App.

p. 9, l. 14; LJB Dec. p. 10, para 22). The Sohigian ruling, no matter how the words are interpreted only enjoins me from assisting claimants or intended claimants against the organization. It mentions nothing about individuals or groups defending against organization claims; therefore I am not enjoined from assisting Mr. Whitfield in the Casillas case. Notwithstanding that fact, the videotape was not made for use in the Casillas case, and I have not assisted Mr. Whitfield in that case.

20. Ms. Bartilson seems to also recognize the distinction the Sohigian ruling makes between claimants against the organization and defendants against the organization because she carefully explains that

> "[w]hile the Church is not presently suing the Cult Awareness Network in any litigation, the president of the Cult Awareness Network, Cynthia Kisser, has initiated an action against the Church and its president Heber Jentzsch." (LJB Dec . p. 8, para. 17)

There is no way whatsoever that I will ever be convinced by such assertions, no matter who makes them, especially an in-house organization Scientologist lawyer, whose office doubles as the organization's infamous intelligence bureau, OSA, the Office of Special Affairs. It is my firm belief that each and every one of the some thirty lawsuits filed by "individual" Scientologists against CAN across the United States within the past year has been fomented, written, filed, financially supported, supervised by the organization and controlled by its leader. If David Miscavige, the organization's admitted supreme leader, ordered the dismissal of any or all of the lawsuits against CAN, it would be done without objection. The organization's use of cutout litigants as fronts and getting them to do some of its dirty work in harassing perceived enemies is common knowledge. Having its agents, lawyers, members and litigation shills lie about who their controllers are, or about any other subject as ordered, is standard organization practice which is also common knowledge. Because the organization is behind the lawsuits against CAN, I am free to provide CAN my assistance in its defense. If indeed the organization is not behind the lawsuits against CAN, and I completely reject such a position, then I am free to assist CAN in those lawsuits for the very reason that organization entities are not parties. If, as Ms. Bartilson perceives it, I cannot assist anyone in litigation in which organization entities are not parties, then I would have to retire as a paralegal, and could never become a lawyer, or for that matter a postal worker or cabby. I cannot see that Judge Sohigian envisioned such madness in his ruling.

21. Ms. Bartilson also charges that the videotape was created "for Whitfield's use in forcible deprogrammings to force unwilling Scientologists to renounce their faith." (App. p. 9, 1.12; p. 10, 1. 11)

I have known Jerry Whitfield for approximately six years, and have known his wife, Hana, for approximately twenty-two years. The Whitfields perform a function termed "exit counseling," which involves the education of individuals, who, as Judge Sohigian stated, "get themselves enmeshed in [the organization's] extremist view in a way that makes them unable to resist it apparently," at the request of such individuals' families, in aspects of the organization which have been deliberately kept hidden from the individuals while under the organization's control. Hana Whitfield was a senior aide to L. Ron Hubbard, worked with him personally, and managed sectors of the organization for him for many years, so is an ideal person to educate individuals enmeshed in the organization's extremist view in the dark and secret side of Scientology that is concealed from all but the organization's few leaders while they are inside. That the Whitfields are involved in "forcible deprogrammings" is a "black PR" attack invented out of whole cloth by the desperate organization leaders. Black PR or "black propaganda" is a term used by Hubbard to describe his organization's efforts to destroy people's reputations with lies and intelligence operations involving, inter alia, forgeries, frame-ups and entrapment. The work the Whitfields have been doing is dangerous, because they are the targets of the organization's doctrine and system of opportunistic hatred, also called fair game; but there is no evidence that I am aware of that they have forced anyone to do anything, or forcibly detained anyone. Scientologists do not have a faith which can be renounced, if by faith is meant anything approximating a system of religious belief. L. Ron Hubbard wrote that Scientology does not depend on belief or faith. He also wrote that Scientology does not consider or deal with God, and he attempted to mock God in his organizational policies. What exit counseling consists of is getting enmeshed individuals to examine the fact that they have been led by deceit and coercion to put their faith in secular representations of secular leaders who do not have their best interests in their minds and hearts and who are turning their good will against their families, friends, society and themselves; and that these leaders are effectuating this perversion of the spirit and will by the secular means of threat, isolation, lies and denial of access to facts and the truth.

22. Ms. Bartilson argues that

> "incarceration is an unusually viable vehicle for impressing upon Armstrong the import of his obligations, inasmuch as Armstrong has publicly disavowed money as a meaningful or valuable commodity." (App. p. 13, l. 11)

Ms. Bartilson supports this argument with a copy of an article concerning my economic philosophy which appeared November 11, 1992 in the Marin Independent Journal. My present position is that although money has no value, until it is no longer currency I will accept what I am given and use it for God's work in the recognition that all that I am given, including money, has one

Source. My economic theories, however, are no basis for my being jailed. Following Ms. Bartilson's logic, if incarceration did not restrain me from helping my fellow men, execution would then become "an unusually viable vehicle" to get my attention.

23. The organization's use of this innocuous article from my local newspaper argues strongly for why I must speak out and must do what I can to end the organization's mad war with everyone. In the organization's reply memorandum in support of a motion to strike my cross-complaint and for sanctions filed in this case on November 24, 1992, and to which the Marin IJ article is attached as an exhibit, Ms. Bartilson states that

> "just last week Armstrong chose to gratuitously disclose information concerning the settlement agreement, in another violation of its specific terms, to a reporter interviewing Armstrong on a completely unrelated subject...Armstrong refused to testify concerning some of this same information under oath in deposition in this action, claiming that his side agreement with his former lawyer precluded him from disclosing the amount which he received in settlement to anyone...Obviously, Armstrong had no such compunctions about disclosing the amount to a reporter."

Page 2 from the organization's reply is attached hereto as

Exhibit D. In the organization's motion to compel answers to deposition questions and the production of documents pursuant to notice of deposition, filed in this case on January 6, 1993, and to which the Marin IJ article is also attached as an exhibit, Ms. Bartilson states that "Armstrong has told the media how much he was paid in settlement." Page 9 from the organization's motion to compel is attached hereto as Exhibit E. In the organization's November 1992 edition of their publication, "Membership News," which is a hate parody of CAN's publication "Cult Awareness Network News," the organization cites to the Marin IJ article, lifts the IJ's photograph of me, describes me as looking "like a cross between Charles Manson and a throwback to the Haight-Ashbury days of acid trips," and insinuates that I urge "kidnapping-for-free." The relevant page from the organization's "Membership News" is attached hereto as Exhibit F. I did not tell the Marin IJ reporter Richard Polito the amount of the settlement payment, and the organization knows that fact because its agent, private investigator Eugene M. Ingram, who has threatened to kill me, who at the CAN conference accused me of having AIDS and spread that diseased rumor at the conference, who illegally videotaped me, who framed my lawyer Michael Flynn, who has filed trumped-up bar complaints against Ford Greene, and who has harassed countless innocent individuals on the organization's orders, was told by Mr. Polito back in November 1992 when he visited the IJ office to "investigate" me that Mr. Polito did not get the information concerning the organization and the settlement from me but obtained it from a clip the IJ maintained in its own files. A copy of the Marin IJ article of March 21, 1992, which mentions the litigation, the settlement and the $800,000 figure, which facts did not come from me, is attached hereto as Exhibit G. I am a writer, artist and philosopher. I am the president of The Gerald Armstrong Corporation, I am involved in charitable projects internationally, and I have been given the formula for the Unified Field. The organization has demonstrated by its misuse of the Marin IJ article that it will attack me and my public persona in whatever I do in life, no matter how philanthropic my endeavors, or how unrelated they are to the organization. In the instant application Ms. Bartilson uses the article to support the organization's effort to have me thrown in jail. The organization has disrupted every aspect of my life and will continue to disrupt it and attack everything I do, even if it means denying the world a way by which some of its serious problems might be solved.

24. This is not the first time the organization has attempted to have me charged criminally and not the first time it has concocted an effort to have me found in contempt of court. It tried in 1982 to have the LA Police Department arrest me for sending documents to my lawyer after it had sued me civilly concerning the documents and after the subject documents were surrendered to the clerk of the LA Superior Court. In that case I was found by Judge Breckenridge, because of the organization's antisocial nature and acts and my knowledge thereof, to have been

manifestly justified in my actions. The organization tried in 1985 to have the Boston office of the FBI charge me with impersonating an FBI officer, based on the false statements of an organization agent. In 1986 the organization attempted to have the Los Angeles District Attorney charge me as a result of Ingram's illegal videotaping of me. The LAPD officer involved with Ingram in the scheme, who was paid at least $10,000 for his help, was suspended from the force. The DA rejected the organization's efforts. In Armstrong I, the organization attempted three times to manipulate the Court into holding me in contempt. Each of these efforts, all of which were based on the organization's false sworn statements, was rejected. In this case, in March, 1992, the organization attempted to have Marin Superior Court Judge Michael B. Dufficy hold me in contempt of court. The copy of the Marin Independent Journal article of March 21, 1992, Exhibit G hereto, is an exhibit to that application, which was also supported by a perjurious declaration of Laurie Bartilson, and also rejected. So far the organization pretends to not get the message: that its unscrupulous use of the courts and law enforcement agencies to attack and threaten innocent people is recognized for what it is and will not be tolerated in our society.

25. I do not believe Ms. Bartilson is a bad person, nor do I think she honestly believes I am a bad person. I believe she is deeply troubled by being compelled to perjure herself over and over and compelled to attack me because she knows I am not the

villain she must make me out to be. I believe she is deeply troubled by her attacks on CAN, the Whitfields and countless other people of good will the organization considers targets. I believe she is deeply troubled by her abuse of the position, knowledge and rights of officers of the court, and the organization's use of her professional status. She demonstrates why people under the organization's control, whether they be lawyers, doctors, peace officers or postmen, cannot and should not be trusted. Only the organization's public and honest renunciation of its antisocial philosophy and practices, and release of all of those professional and ordinary people from its control, will render such Scientologists again as trustworthy as any other free people. Ms. Bartilson is under her organization's leader's malevolent thumb, she cannot make her own decisions, she is deluded, dishonest, and frightened. To do what she does she accepts the organization's pronouncement that Gerry Armstrong is a "suppressive person," that he is one of the "2 1/2 percent" most evil persons in the world, that he is "psychotic," driven by "hidden evil intentions," and "truly insane," that he threatens the whole future of all mankind, that he really is not worth saving, and that it is, therefore, pro-survival, ordered and praiseworthy to attack him. The organization's "legal" position regarding enquiry into the "suppressive person" doctrine and attitude, is that it is protected "religious belief," and the literature, including orders thereon, which must be obeyed, is "scripture." That may be, in that persons and thoughts are holy, but by its own choice the organization has brought its socially repugnant "religious" doctrines into the secular legal arena for a secular purpose. If Ms. Bartilson rejected the organization's pronouncements she knows that she would herself be labelled "suppressive" and herself become fair game's target. She also knows that the organization has real lawyers doing real things with real private investigators with real guns, all of whom are making real money at their tasks, and that that is the real level to which the organization leaders have taken their unpleasant game in the real world. In her application Ms. Bartilson asks for real law enforcement personnel with real guns to really lock me up in a real jail for real time. Ms. Bartilson should not be condemned for being manipulated by the organization's malevolence; she, as all victims, should be viewed with much compassion. At the same time, she should be restrained and brought to understand that her acts are malicious, silly and unacceptable from a member of the bar and society.

26. The picture the organization is painting and would have this Court believe is real is that I view the Los Angeles Superior Court, the Sohigian ruling, and Judge Sohigian with contempt, and that my acts demonstrate that contempt. My acts, what I did and said, are detailed above, and I believe demonstrate something different from contempt. I do not deny that I was, until I, in my opinion, understood it and resolved for myself its practical application, perplexed by the Sohigian ruling. I believe strongly, however, that I have respected the

ruling and, although, as stated above, I believe that, even as I interpret and respect it, the ruling is illegal, I have not acted in any way in contempt of it. I believe that Judge Sohigian created with his ruling an invitation for me to appeal it, and provided within the ruling itself the appeal's grounds: its fuzziness, its contradictions, its departure from his hearing comments, its rewriting of the settlement agreement's prohibitions, and its statutory and constitutional violations. I believe Judge Sohigian's ruling strategically left the organization, because it escaped with sudden relief after the previous day's hearing in which he sharply censured its unsavory practices, unwilling to appeal the ruling. This unwillingness is something different from the organization's pattern of appealing everything that can be appealed, and strikingly so here because Judge Sohigian refused to enforce all but the narrowest slice of the settlement agreement, and even that he rewrote in my favor. I believe he offered the organization an opportunity to redeem itself and it is now clear that his offer has not been accepted. I respect Judge Sohigian's intellect and person and am thankful he heard the injunction aspect of my case.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Anselmo, California, on February 2, 1993.

GERALD ARMSTRONG

May 3, 1993

Laurie J. Bartilson, Esquire
Bowles & Moxon
6255 Sunset Boulevard
Suite 2000
Los Angeles, CA 90028

Dear Ms. Bartilson:

This is in response to your fax letter of April 28, 1993.

You are in error in your interpretation of the December 6, 1986 settlement agreement. I did not agree on that date to forgo future media appearances for a substantial sum of money. I agreed on that date to dismiss my action for fraud, intentional infliction of emotional distress, libel, breach of contract, and tortious interference with contract against your organization for, inter alia, a substantial sum of money.

As you know I would not agree on that date to forgo media appearances, to not speak out against your organization's criminal activities, to not publish and to not communicate my experiences inside the organization, for any sum of money. Only when my lawyer assured me that those prohibitions in the settlement agreement were "not worth the paper they're printed on," and after your organization promised to end its antisocial, tortious and criminal activities, did I agree to sign the agreement.

Thus, I agreed to not speak out, to not publish and not do media appearances, for no money whatsoever. Your continuing libel that I so agreed for "a substantial sum of money," or any money at all, is simply part of your ""fair" game doctrine," which here takes the form of what L. Ron Hubbard called a black propaganda campaign to make me appear to have sold out for money; or in your terminology to position me as a whore.

I agreed to not speak, publish or appear in order to give your organization the opportunity it said it needed to change its antisocial ways. Since you did not avail yourselves of this opportunity, but used my peace gesture as an opportunity instead for more fair game, you are finding yourselves having to face the same situation you faced in 1986.

It is exactly your continuing calumny that I sold out for money, in addition to all the other post-settlement attacks by your organization in breach of the settlement agreement, and its reneging on its promise to end fair game and its other antisocial policies and practices directed at innocent individuals, that now brings me to do media appearances on the subject of your organization's fraud, fair game and irreligion.

Your threat that you will subject me to the liquidated damages provision of the settlement agreement for appearing on KFAX is obscene. Even its inclusion in the settlement agreement; that is $50,000.00 per word I write or speak about your organization is obscene. You embarrass all those Scientologists of good will who slave for your organization, whose money you squander, and in whose name you make such hollow and debased threats.

Your threat directed at KFAX that they would become the target of your pathologically litigious organization for inducing me to breach my "contractual obligations," although equally empty, is certainly reflective of the organization's anti-religious nature; that is, its reliance on lies, lawyers, intimidation, and bluster to achieve its unholy ends.

As you know, I am permitted by Judge Sohigian's May 28, 1992 injunction, unappealed by your organization, to make media appearances such as the one scheduled at KFAX. As you also know, Judge Horowitz on March 23, 1993 stayed all proceedings in the case of Church of Scientology International v. Gerald Armstrong, Los Angeles Superior Court Case No. BC 052395. This has the effect as well of staying the injunction; therefore I am not constrained even by the narrow prohibitions of Judge Sohigian's ruling. And therefore I am as free as any other person in this free nation to speak, write and appear as I am so guided.

And I urge you therefore to communicate to KFAX and withdraw your threat of litigation. I also urge you to rethink your attack lines on me and the other litigants who settled our claims against you. To position us as whores, when we attempted to free you from your past is really silly because it only frees us to say, as graphically as literature allows, what that past was that we would free you from, but which your organization, by its actions, insists we bring to the light of truth.

There is no denying that there is a great deal of public interest in your organization and its antisocial practices in which I have a great deal of experience and expertise. Once your organization repudiates its antisocial practices, of course, I will have nothing more to say about them. In the meantime I will try with all my might to do what I am called to do; and an aspect of that is to speak out against your irreligious organization's threats to religion.

Religion will not be threatened. Do not waste your time. There is wisdom. It is not, however, in fair game, in settlement agreements, in attacks on your innocent brothers, in the lies of L. Ron Hubbard, or in stupidity, even if it's given a name suggesting sapience like Scientology.

I expect to be doing various media appearances in the near future and talks to various groups, including one I have already agreed to with a university psychology class. I think it would be very beneficial, therefore, to resolve our differences as soon as possible by your organization's clear repudiation of its antisocial policies and practices, so that I can have good things to report at these talks.

With a great hope for peace for all, I remain, yours sincerely,

Gerald Armstrong
C/O Hub Law Offices
711 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)258-0360

:ga

cc: Ford Greene, Esquire
Paul Morantz, Esquire
(without enclosures)

cc: KFAX
Los Angeles Times
San Francisco Chronicle
San Francisco Examiner
Marin Independent Journal
Time Magazine
(all with cc Bartilson 4/28/93 letter; cc 3/23/93 stay order)

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August 15, 1993

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
235 Montgomery Street
Suite 450
San Francisco, CA 94105

BY FAX (415)954-0938

Re: **CSI v. GERALD ARMSTRONG;**
MICHAEL WALTON;
TEE-GEE-ACK,
Marin Superior Court No. 157680

Dear Mr. Wilson:

The above-referenced lawsuit has become Armstrong IV, and CSI v. Gerald Armstrong and Tee-Gee-Ack, LA Superior Court No. BC 084642, is Armstrong III. Armstrong II and I you and I and the courts are all clear about already.

What you have done in filing this lawsuit which you know to be bogus is dishonorable. I am preparing a litigation resolution, but it is a huge, month-consuming task, and I thought maybe there was still an opportunity for something different from litigation which could end it right away. As you know this is what I've tried to do for over 11 years, without, as you also know, much success. Nevertheless, I will attempt again an appeal for sense, so am writing you, this lawsuit's executioner, this letter.

So far, because nobody has come forward to say what I say I am having to say it myself. Appealing first to your fiscal psyche (you wouldn't argue that you're in it for the money, right?) I have spent some forty-one hours on IV, so let's say, $2255.00, and $400.00 costs. I'm not sure what Michael Walton's fees and costs are, but I'm fairly sure that if you decided to dismiss the complaint and withdraw the lis pendens immediately he would not object, and would be, I think, fair, in not only fees and costs but damages. An apology would be helpful, but I doubt that he'd even ask for one, let alone insist. In any case, now, as always, is certainly the time, if sense is to be a factor in this senseless lawsuit.

Having said that, I should acknowledge that I am not unaware of the fact that you have a monstrous monetary motivation to have the attacks on your client's "enemies" go on the rest of your career. There is some risk in this to your money mountain, of course, because a malicious prosecution action becomes so obvious in this litigation's solution to itself. Do not therefore, transfer any of your assets from this day forward, because there exists from the time of your first threat in the Armstrong II depositions, and, for your client, from December 6, 1986, a claim, regarding which I urge you to transmit a copy of this letter to your insurance carrier. I also urge you to divulge to your carrier all of the facts known by you to underlie not only the Armstrong IV complaint, but II and III, which you have also prosecuted maliciously. If you didn't have a clue about what you were up to before this, please let this be clear notice. While you're at it, be sure to not withhold all the statements you're aware of that I've made that I represent to be fact, and which I say underlie I through IV. If I handled your insurance I would sure tell you to either dismiss IV, or get out of it if your client refuses to allow you to; and the same with II and III. If you're not depending on insurance, but your client's promise to pay for your defense and damages, I suppose I'd have to admit that to prolong your career you'd want to generate as many malicious lawsuits as humanly possible.

There is, then, the matter of your career, short, long or prolonged. I may have a different idea from yours about lawyers, good ones and bad. It's easy to see, in order to stay blind, that making a mess of money, by any means, makes a lawyer good. To me, money and goodness are, in all arguable relationships, unrelated. It is honesty, fairness, discipline, sense and support for those things in justice's system that make goodness in lawyers. Some good lawyers are rich, some are poor. Some bad lawyers are rich, and some again are poor, but all bad lawyers are dishonest, unfair, undisciplined and dense, and it's they who give their profession the reputation it shouldn't deserve. As I said, however, you may have a different view, perhaps something more Hubbardian, of a career in goodness or badness.

Please do not kid yourself that because I have not been destroyed utterly, as Hubbard ordered in his basic litigation policies, your lawsuits are not terrifying, and do not profoundly distress me. Only a madman, even in this litigious land, is not threatened by being named a defendant in any lawsuit to which our courts give numbers and their awful power. Only Rip Van Winkle would not recognize your client as the most vicious litigation machine this land has ever beheld. I am neither mad nor Rip.

You and I both know that your lawsuits are frivolous; but please also realize that I am aware that you know that the fact of their frivolousness does not diminish their danger. In fact, as we both know, their frivolous nature adds to the threat. The organization, as you know, because you know of intel ops going down all the time and sign your name to much of the frivolity, uses litigation to cover, divert attention from, and render incredible or plausibly deniable what's really going on: its secret war of secret meetings, secret orders, secret operatives, secret files, secret accounts, of ambushes, assaults, arsenals and abominations. The latest frivolous flurry - Armstrong III and IV, and their now growing case files - I view as a render-incredible operation. Your client's position would be, "Why would we kill Armstrong; after all we had just sued him and expected to get a judgment against him for millions of dollars?" If you consider in your assisting of your client that it is too rational or controlled to engage in something as unseemly as assassination, please be on notice that it is neither.

You know me. You've deposed me. You've seen me in courtrooms and hallways. You've read my letters, and either read dozens of my deposition transcripts and volumes of my declarations, or you've deliberately not read them in order for rotten reasons to keep yourself ignorant. You promised to ask your client, David Miscavige, to return the manuscript he had stolen from my car. You've read my IRS book manuscript. You know of operations, PIs, intel, lies, assaults, a list of lawfirms, lawsuits, lawyers and losses as long as your leg. You know that thousands (the org has been saying six million for twenty years; but in any case plenty) of persons around the world are available as perjurers, paralegals or pawns to assist you to assist your client in its litigation goals.

The obvious goals of the II, III and IV litigation package are to silence me and take revenge for my refusal to be silenced. In furtherance of those goals, in Armstrong IV you seek to take away my friend Michael Walton's house, cause him and his family trouble, and in all your lawsuits to cause me trouble, and attack Tee-Gee-Ack's assets and cause it trouble. The organization has other goals in the Armstrong litigation that really are intended to feed its insatiable intelligence appetite, which it camouflages with the uproariously transparent label of "legitimate discovery." It should be clear after three years (using your also uproarious date of February, 1990), three lawsuits, three shots at contempt, more than three media mentions, at least three more books on the subject, and a screen play, that I cannot legally be silenced. Your client's waivers of any right or standing to enforce the now unmercifully silly settlement agreement are strewn along the litigation's length. That aspect of your war with me has long since been lost. The courts of this country have not acceded to your demands that I be silenced, and now they never will.

Without a prayer of achieving its litigation goal of silence, the organization is left with only naked revenge for my rejection of its suppression. Our courts, as you might remember, have often acted to prevent their participation in litigation for revenge; often enough, I would think, to give pause to anyone but the completely insane who would contemplate their use for that base purpose. Revenge itself, a basic Hubbardian policy, although not an invention for which either his estate or the organization holds the patent, is what makes the completely insane completely insane and certainly insane enough to blind themselves to how crazy revenge really is. It can never accomplish its goal, has no real effect, but since its practitioners consider its effects real (otherwise why indulge in it) it does have the apparent effect of rendering them crazier and crazier. That effect is apparent in the 4 Armstrong cases; the practitioners therein have become crazier and crazier.

There is a legal point, concerning which revenge admittedly may have blinded you, that, even if you decide not to dismiss or exit Armstrong IV, I request that you respond to immediately. You have claimed that:

> "Beginning in February, 1990, and continuing unabated until the present, Armstrong has breached the Agreement wilfully and repeatedly, including, inter alia, the provisions of Paragraph 7(D) of the Agreement which require Armstrong to pay plaintiff liquidated damages for each such breach." (Complaint, p. 7, para. 22)

The settlement agreement states at page 8, para. 7(D) that the organization "would be entitled to liquidated damages in the amount of $50,000 for each such breach." If my breaching of the agreement has continued unabated, there could have been but one breach from February, 1990 forward. Your breaking of that big, bountiful and, as you say, unabated, breach into artificial parts is a contrivance to pad your client's damages, which is, funnily enough, frigging fraud; and I would appreciate your addressing of that damage padding fraud in your response to this letter.

I have written you and Ms. Bartilson before on the subject of mitigation of damages, and I have felt that it is something you have both not well understood, but I will try again here. I have a duty to mitigate damages, and I am damaged each time you tack on another 50 G's for every artificial part into which you divide my life. You have also noted, as I've noted above, that my breaching of the agreement has continued unabated since 1990. It is my duty, therefore, to continue that breach unabated until the agreement is rescinded and no longer exists to be breached. This letter thus also serves to advise you and your client that I am continuing unabated. Please also advise your client to not waste its victims "donations" sending around its camera-toting PIs to try to catch me in an instant when I am doing something other than my unbroken breach. If I am not heard to be breaching the agreement at any moment, I have not stopped doing so, but am just between words or breaching in a whisper. Even in my sleep, though I may not be somniloquizing, I am in every instant breaching the agreement. Please be assured that it is my intention to thus do without ceasing whatever I can to mitigate my damages; and your client's. Even a fool would see that it would be stupid of me to belay my thus far unabated breach, because your client will just do something, as it has done, also

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relatively unabatedly, from December, 1986 through present time, to force, goad, trick or trap me into a second breach. Obviously the resolution lies in what I've been saying for years: rewrite the settlement agreement.

If you haven't sensed that your client is paying you to give it only bad advice, please do so now. If you're being paid to not advise your client, be advised that practically anyone (even I) can give it the same advice for practically nothing. I actually do have some advice for both you and your client. Please, look into your hearts and truly question the sense of what you do. If you have trouble looking into your hearts, give me a call because I can help.

And that brings us to the non-litigation resolution of your client's problems, which is really the purpose of this letter. If I really desired to foment litigation, as you repeat so religiously, would I honestly have been so dedicated through all these years to having your client realize the futility of litigation as the solution to its problems? The fact that it sees litigation as a solution is really why its problems persist. Honest, open communication would work, but your client refuses to try it, opting instead for the avoidance of communication by hiding behind layers of lawyers and litigation. Its communications not screened through its lawyers are dishonest and secret. Its leaders hide behind their "own" lawyers and layers of lies and should not be its leaders because its people deserve in their leaders courage, honesty and openness. So again, I extend to you and to your client the invitation to meet with me honestly and openly for the purpose of communication towards the resolution of our conflicts. I will wait until August 17 before I do anything more with this letter. I'm now up to 45 1/2 hours and working hard.

Please look in your hearts and see what you find there.

With a prayer for peace, I remain, yours sincerely,

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450

Hub Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)258-0360
Fax 456-5318

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,
Plaintiff,
v.
No. BC-052395

GERALD ARMSTRONG, THE GERALD
ARMSTRONG CORPORATION, a
California corporation, DOES 1
through 25, inclusive,
Defendants.
------------------------------------/
and related cross actions.
------------------------------------/

DEPOSITION OF GERALD ARMSTRONG

Volume VI - Pages 625 through 752

THURSDAY, AUGUST 18, 1994

REPORTED BY: SUSAN M. LYON, CSR #5829

A. Yes.

MR. HERTZBERG: Off the record for one moment.

(Off the record.)

MR. HERTZBERG: Let's go back on the record.

Q. Mr. Armstrong, just so the record is clear, the settlement agreement that I'm referring to and I believe you're referring to is a document which has been previously marked as Exhibit 6 to this deposition; is that correct?

A. Right.

Q. Now, you said that in the course of discussing the settlement agreement with Mr. Sine you spoke about various aspects of it and also including where you were with regard to that.

What is it exactly that you discussed with Mr. Sine about Exhibit 6?

A. Yeah, I think that your preamble there was in error, and I'm not going to adopt that.

But I did -- my recollection is that he was aware of the fact that what underlay the Armstrong IV complaint were claims of breaches of these -- of the settlement agreement on which the

Scientology organization was claiming millions of dollars in liquidated damages.

I stated that, certainly at one point, that the settlement agreement was unenforceable from the start; and according to the language of the settlement agreement, it was absolutely impossible to live, live by it; and I realize it would have driven me absolutely nuts to even attempt. Nevertheless, I had tried to live by it and live within what I call the spirit of settlement, unless I arrived at a point where it simply was impossible and I had to take a stand and had to do -- take the acts, do the things that I ended up doing.

So that there were two aspects of it. One was that even if Scientology had not acted to do the things that it did in violation of the spirit of settlement and do acts as a direct threat to me and those things that I held important or sacred in life, that it was unenforceable on its face.

Q. And when you say you had to take a stand and undertake certain acts at a certain point in time, what stand did you tell -- what was it exactly, the gist of the stand that you were

February 1, 1995

Nancy O'Meara
Church of Scientology International
6331 Hollywood Boulevard, Suite 1200
Los Angeles, CA 90028

Dear Ms. O'Meara:

I am in receipt of your press release entitled "Judge Orders Marin Man to Pay Church of Scientology $100,000 in Damages."

Although there are many things in your press release which will be shown in due time to be untrue and malicious, there is one particularly mean fallacy that I want you to immediately correct in a follow-up writing to each and every person, company, organization or group to whom your release was transmitted.

You claim at para. 3 that "In the agreement he signed in 1986 Armstrong promised to refrain from spreading falsehoods about the Church. According to documents filed in this case, Armstrong is accused of having knowingly violated that agreement on a number of occasions as early as 1991."

The "agreement" does not contain a promise to refrain from spreading falsehoods about Scientology. I have never spread falsehoods about Scientology, but have told the truth, so there are no falsehoods to refrain from spreading.

The reason I will continue to tell the truth is stated in my declaration which accompanies this letter. It is because I filed this declaration late, and for no other reason, that Judge Thomas assessed sanctions against me.

What Scientology is doing with me is suppressive, and threatening to justice, wisdom and innocent people everywhere. I will continue to stand my ground and I refuse to be suppressed.

I trust you will read these materials, and welcome your response. As long as I breathe I will continue to do what I see as God's will, and continue to bring Scientology's evil nature to the light of truth.

I accept the opportunity to be the target of your fair game policy and so bring it and your organization's secret dark core closer to their end.

Please correct your press release.

Yours sincerely,

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450
cc: Media

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On February 23, 1995, I served the foregoing document described as EVIDENCE IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR SUMMARY ADJUDICATION OF THE TWENTIETH CAUSE OF ACTION OF PLAINTIFF'S COMPLAINT, VOLUME II on interested parties in this action,

[ ] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [ ] the original [X] true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
700 Larkspur Landing Circle
Suite 120
Larkspur, CA 94939

[x] BY FAX AND MAIL

[ ] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[x] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal

cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on February 23, 1995 at Los Angeles, California.

[ ] **(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

Executed on ___________ at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laurie Bartilson
Print or Type Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

Andrew H. Wilson, SBN 063209
WILSON, RYAN & CAMPILONGO
115 Sansome Street
Fourth Floor
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(415) 391-3900
Telefax: (415) 954-0938

Laurie J. Bartilson, SBN 139220
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6255 Sunset Boulevard, Suite 2000
Hollywood, CA 90028
(213) 960-1936
Telefax: (213) 953-3351

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

FILED
FEB 27 1995
HOWARD HANSON
MARIN COUNTY CLERK
by P. Fan, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,	CASE NO. BC 157680
Plaintiff,	PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR SUMMARY ADJUDICATION OF THE TWENTIETH CAUSE OF ACTION OF PLAINTIFF'S COMPLAINT
vs. ✓	DATE: March 31, 1995 TIME: 9:00 a.m. DEPT: 1
GERALD ARMSTRONG; DOES 1 through 25, inclusive,	
Defendants.	DISCOVERY CUT-OFF: March 16, 1995 MTN CUT-OFF: April 18, 1995 TRIAL DATE: May 18, 1995

PLEASE TAKE NOTICE that on March 31, 1995, at 9:00 a.m., or as soon thereafter as may be heard in Department 1 of the above-entitled Court located at Hall of Justice, 3501 Civil Cir. Dr., San Rafael, California, plaintiff Church of Scientology International ("the Church") will move this Court to issue an order granting summary adjudication of plaintiff's Twentieth Cause of Action (for permanent injunction for breach of contract) in favor of the

Church, pursuant to California Code of Civil Procedure Section 437c. This Motion is made on the grounds that there is no triable issue of any material fact relevant to plaintiff's claim for injunctive relief, and that the Church is entitled to judgment on the Twentieth Cause of Action as a matter of law.

This Motion is based on this Notice of Motion and Motion, the pleadings, records and files herein, the accompanying Memorandum of Points and Authorities, the declarations and exhibits filed herewith, the accompanying Separate Statement of Undisputed Material Facts, and such other evidence as may be adduced properly at the hearing of this Motion.

Dated: February 23, 1995

Respectfully submitted,

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

MOXON & BARTILSON

By: ______________________
Laurie J. Bartilson

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On February 23, 1995, I served the foregoing document described as PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR SUMMARY ADJUDICATION OF THE TWENTIETH CAUSE OF ACTION OF PLAINTIFF'S COMPLAINT on interested parties in this action,

[ ] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [ ] the original [X] true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
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[x] BY FAX AND MAIL

[ ] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[x] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an

affidavit.

Executed on February 23, 1995 at Los Angeles, California.

[ ] **(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

Executed on ___________ at Los Angeles, California.

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[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laurie J. Bartilson	
Print or Type Name	Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

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FILED
FEB 27 1995
HOWARD HANSON
MARIN COUNTY CLERK
by P. Fan, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1 through 25, inclusive,

Defendants.

CASE NO. BC 157680

REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR SUMMARY ADJUDICATION OF THE TWENTIETH CAUSE OF ACTION OF PLAINTIFF'S COMPLAINT

DATE: March 31, 1995
TIME: 9:00 a.m.
DEPT: 1

DISCOVERY
CUT-OFF: March 16, 1995
MTN CUT-OFF: April 18, 1995
TRIAL DATE: May 18, 1995

Plaintiff, Church of Scientology International requests that this Court take judicial notice of the following records of the Superior Court of the County of Los Angeles of the State of California, the Court of Appeal of the State of California Second Appellate District, the U.S. District Court for the Central District, State of California, the Circuit Court of Cook County, Illinois, the U.S. District Court for the Northern District of Illinois, the U.S. District Court for the Southern District of New York, and the Supreme Court of England & Wales pursuant to Evidence Code Sections 452 and 453:

A. Second Amended Verified Complaint for Damages and for Preliminary and Permanent Injunctive Relief for Breach of Contract, filed on April 5, 1994 in the case of Church of Scientology International v. Gerald Armstrong, et al., Los Angeles Superior Court, Case No. BC 052395, a true and correct copy of which is attached hereto as Exhibit A;

B. Amended Answer of Gerald Armstrong and The Gerald Armstrong Corporation to Amended Complaint, filed on October 7, 1992, in the case of Church of Scientology International v. Gerald Armstrong, et al., Los Angeles Superior Court, Case No. BC 052395, a true and correct copy of which is attached hereto as Exhibit B;

C. Ruling of January 27, 1995 by Judge Gary W. Thomas re Motion for Summary Adjudication of Issues as to the Fourth and Sixth Causes of Action in Church of Scientology International v. Gerald Armstrong, et al., Marin County Superior Court, Case No. 157680 (Consolidated), a true and correct coy of which is attached hereto as Exhibit C;

D. Opinion of the Court of Appeal of the State of California Second Appellate District Division Four on May 16, 1994, entered in the case of Church of Scientology International v. Gerald Armstrong, Case No. B069450; a true and correct copy of which is attached hereto as Exhibit D;

E. Minute Order of August 16, 1994, re: Motion by Cross- Defendant, Church of Scientology International, for Summary Adjudication of the Second and Third Causes of Action of the Cross-Complaint, entered by the Honorable David A. Horowitz, Superior

Court Judge, in the case of Church of Scientology International v. Gerald Armstrong, et al., Los Angeles Superior Court, Case No. BC 052395, a true and correct copy of which is attached hereto as Exhibit E;

F. Portions of a complaint dated April 1, 1998 in the case of, Vicki J. Aznaran and Richard N. Aznaran v. Church of Scientology of California, et al., U.S. District Court, Central District, State of California, Case No. CV 88-1786-WDK(Ex), a true and correct copy of which is attached hereto as Exhibit F;

G. Complaint filed July 18, 1991 in Religious Technology Center, et al., v. Joseph A. Yanny, et al., Los Angeles County Superior Court, Case No. BC 033035, a true and correct copy of which is attached hereto as Exhibit G;

H. Portions of a complaint dated April 27, 1992 in the case of, Church of Scientology International v. Time Warner, Inc., et al., U.S. District Court, Southern District of New York, Case No. 92 Civ 3024 (PNL), a true and correct copy of which is attached hereto as Exhibit H;

I. Portions of a complaint filed January 21, 1994 in Cult Awareness Network v. Church of Scientology International, et al., Circuit Court of Cook County, Illinois, Case No. 94 L 00804, a true and correct copy of which is attached hereto as Exhibit I;

J. Portions of a complaint filed July 13, 1992 in Cynthia Kisser v. The Chicago Crusader, et al., Circuit Court of Cook County, Illinois, Case No. 92 L 08593, a true and correct copy of which is attached hereto as Exhibit J;

K. Portions of a complaint filed July 10, 1992 in Cynthia Kisser v. The Coalition for Religious Freedom, et al., U.S. District Court, Northern District of Illinois, Case No. 92 C 4508, a true and correct copy of which is attached hereto as Exhibit K;

L. Portions of a complaint filed July 28, 1980 in Larry Wollersheim v. Church of Scientology of California, et al., Los Angeles County Superior Court, Case No. C332327, a true and correct copy of which is attached hereto as Exhibit L;

M. Complaint dated February 16, 1993 in the case of Church of Scientology of

California v. Larry Wollersheim, Los Angeles County Superior Court, Case No. BC 074815, a true and correct copy of which is attached hereto as Exhibit M;

N. Writ of Summons and Statement of Claim between The Church of Scientology Advanced Organization Saint Hill Europe and Africa and Robin Scott, Ron Lawley, Morag Bellmaine, Steven Bisbey, in the High Court of Justice, Queen's Bench Division, London, England, a true and correct copy of which is attached hereto as Exhibit N;

O. Portions of a complaint filed November 25, 1991 in Church of Scientology International v. Steven Fishman and Uwe Geertz, U.S. District Court, Central District of California, Case No. 91 6426 HLH(Tx), a true and correct copy of which is attached hereto as Exhibit O;

P. The Minute Order, Ruling on the Plaintiff's Motion for Preliminary Injunction, issued on May 28, 1992, in the case of Church of Scientology International v. Gerald Armstrong, et al., Los Angeles Superior Court, Case No. BC 052395, a true and correct copy of which is attached hereto as Exhibit P;

Dated: February 23, 1995

Respectfully Submitted,

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

MOXON & BARTILSON

By: Laurie J. Bartilson
Laurie J. Bartilson
Attorneys for Plaintiff
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ORIGINAL FILED

APR 05 1994

LOS ANGELES SUPERIOR COURT

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CHURCH OF SCIENTOLOGY INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation; Plaintiff, vs. GERALD ARMSTRONG; THE GERALD ARMSTRONG CORPORATION, a California corporation; DOES 1-25 INCLUSIVE Defendants.	CASE NO. BC 052395 VERIFIED SECOND AMENDED COMPLAINT FOR DAMAGES AND FOR PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF FOR BREACH OF CONTRACT

Plaintiff, by its attorneys, Wilson, Ryan & Campilongo and Bowles & Moxon, for its Complaint, alleges:

NATURE OF THE ACTION

1. In violation of the express terms and spirit of a settlement agreement ("the Agreement") entered into in December, 1986, defendant Gerald Armstrong ("Armstrong") has embarked on a deliberate campaign designed to aid plaintiff's litigation adversaries, breach the confidentiality provisions of the

Agreement, and foment litigation, hatred and ill-will toward plaintiff.

2. More than seven years ago, plaintiff Church of Scientology International ("CSI") entered into the Agreement with Armstrong, on its own behalf and for the benefit of numerous third-party beneficiaries. The Agreement provided for a mutual release and waiver of all claims arising out of a cross-complaint which defendant Armstrong had filed in the case of Church of Scientology of California v. Gerald Armstrong, Los Angeles Superior Court No. C 420153. Armstrong, a former Church member who sought, by both litigation and covert means, to disrupt the activities of his former faith, displayed through the years an intense and abiding hatred for the Church, and an eagerness to annoy and harass his former co-religionists by spreading enmity and hatred among members and former members. Plaintiff sought with the Agreement to end all of Armstrong's covert activities against it, along with the litigation itself. For that reason, the Agreement contained carefully negotiated and agreed-upon confidentiality provisions and provisions prohibiting Armstrong from fomenting litigation against plaintiff by third parties. These provisions were bargained for by plaintiff to put an end to the enmity and strife generated by Mr. Armstrong once and for all.

3. This action arises out of deliberate and repeated breaches by Armstrong of these and other express provisions of the Agreement. Although plaintiff fully performed all of its obligations under the Agreement, Armstrong never intended to keep his part of the bargain and maintains that he considered the

referenced provisions to be unenforceable ab initio. As soon as he finished spending the money he extracted from plaintiff as the price of his signature, Armstrong began a systematic campaign to foment litigation against plaintiff by providing confidential information, copies of the Agreement, declarations, and "paralegal" assistance to litigants actively engaged in litigation against his former adversaries. Although plaintiff has repeatedly demanded that Armstrong end his constant and repeated breach of the provisions of the Agreement, Armstrong appears to delight in renewing his annoying and harassing activities, admitting to them in sworn declarations, and refusing to end his improper liaisons.

4. With this Complaint, plaintiff seeks the Court's aid in obtaining the peace for which it bargained more than seven years ago. Plaintiff requests liquidated damages pursuant to the terms of the Agreement from Armstrong and his sham corporate alter ego, the Gerald Armstrong Corporation ("GAC"), as well as injunctive relief to prevent additional and future breaches of the Agreement by Armstrong.

THE PARTIES

5. Plaintiff Church of Scientology International is a non-profit religious corporation incorporated under the laws of the State of California, having its principal offices in Los Angeles, California. Plaintiff CSI is the Mother Church of the Scientology religion.

6. Defendant Gerald Armstrong is a resident of Marin County, California.

7. Defendant Gerald Armstrong Corporation is a corporation

incorporated under the laws of the State of California, having its principal offices in San Anselmo, California.

8. Defendant Armstrong is the principal shareholder in GAC and its sole employee, and has been since the incorporation of GAC in 1987.

9. Defendant GAC is, and at all times since its incorporation was, the alter ego of defendant Armstrong and there exists, and at all times since GAC's incorporation has existed, a unity of interest and ownership between these two defendants such that any separateness between them has ceased to exist, in that defendant Armstrong caused his own personal assets to be transferred to GAC without adequate consideration, in order to evade payment of his lawful obligations, and defendant Armstrong has completely controlled, dominated, managed and operated GAC since its incorporation for his own personal benefit.

10. Defendant GAC is, and at all times herein mentioned was, a mere shell, instrumentality and conduit through which defendant Armstrong carried on his activities in the corporate name exactly as he conducted it previous to GAC's incorporation, exercising such complete control and dominance of such activities to such an extent that any individuality or separateness of defendant GAC and defendant Armstrong does not, and at all relevant times mentioned herein, did not exist.

11. Adherence to the fiction of the separate existence of defendant GAC as an entity distinct from defendant Armstrong would permit an abuse of the corporate privilege and would sanction fraud, in that Armstrong transferred his material assets to GAC in 1988, prior to embarking on the campaign of harassment

described herein, and with the intention of preventing plaintiff from obtaining monetary relief from Armstrong pursuant to the liquidated damages clause. GAC exists solely so that Armstrong may be "judgment proof."

THE CONTRACT

12. On or about December 6, 1986, CSI and Armstrong entered into a written confidential settlement Agreement, a true and correct copy of which is attached hereto as Exhibit A, and incorporated herein by reference.

13. The Agreement was entered into by plaintiff and defendant Armstrong, with the participation of their respective counsel after full negotiation. Each provision of the Agreement was carefully framed by the parties and their counsel to accurately reflect the agreement of the parties.

14. Plaintiff specifically negotiated for and obtained from Armstrong the provisions in the Agreement delineated in paragraphs 7(D), 7(H), 7(G), 10 and paragraphs 12 through 18, because it was well aware, through investigation, that Armstrong had undertaken a series of covert activities, apart from the litigation, which were intended by Armstrong to discredit Church leaders, spark government raids into the Churches, create phony "evidence" of wrongdoing against the Churches, and, ultimately, destroy the Churches and their leadership.

15. Contemporaneously with the signing of the Agreement, Armstrong represented that he understood the Agreement's provisions and was acting of his own free will and not under duress.

16. The Agreement also provided that plaintiff CSI would

pay to Armstrong's attorney, Michael Flynn, a lump sum amount intended to settle not just Armstrong's case, but the cases of other clients of Mr. Flynn as well, and that Mr. Flynn would pay to Armstrong a portion of that settlement amount. The exact amount of the portion to be paid to Armstrong by Mr. Flynn was maintained as confidential between Mr. Flynn and Armstrong.

17. CSI paid to Mr. Flynn the lump sum settlement amount.

18. Mr. Flynn paid to Armstrong his confidential portion of the lump sum settlement amount, which was at least $520,000, after expenses.

19. The consideration paid to Armstrong was fair, reasonable and adequate. Plaintiff CSI has performed all of its obligations pursuant to the Agreement.

FIRST CAUSE OF ACTION

(Against Armstrong for Breach of Contract)

20. Plaintiff realleges paragraphs 1-19, inclusive, and incorporates them herein by reference.

21. Vicki and Richard Aznaran ("the Aznarans") are former Scientology parishioners currently engaged in litigation against, inter alia, RTC and CSI, in the case of Vicki J. Aznaran, et al. v. Church of Scientology of California, et al., United States District Court for the Central District of California, Case No. CV 88-1786 JMI (Ex).

22. In June, 1991, the Aznarans discharged their attorney, Ford Greene, and retained attorney Joseph A. Yanny to represent them.

23. While acting as the Aznarans' counsel, Yanny hired Gerald Armstrong as a paralegal to help Yanny on the Aznaran

case.

24. In July, 1991, Armstrong agreed to travel from Marin County to Los Angeles and asked Yanny to pay him $500 for his proposed help.

25. In July, 1991, Armstrong did travel to Los Angeles as he had agreed, stayed with Yanny on July 15 and July 16, 1991, and provided Yanny with paralegal assistance and a declaration for the Aznaran case.

26. Yanny is former counsel to CSI, and his substitution into the case was vacated by the Court sua sponte on July 24, 1991, the Court noting that Yanny's retention as the Aznarans' counsel was "highly prejudicial" to CSI.

27. Armstrong's acceptance of employment by Yanny to work on the Aznarans' litigation is a direct violation of Paragraphs 7(G) and 10 of the Agreement.

28. As a direct and proximate result of Armstrong's breach of the agreement by providing paralegal assistance to Yanny in the Aznarans' litigation, plaintiff has incurred damages which are not presently calculable. In no event, however, are they less than the jurisdictional minimum of this Court. Consequently, for this breach plaintiff seeks compensatory and consequential damages according to proof.

SECOND CAUSE OF ACTION

(Against Armstrong for Breach of Contract)

29. Plaintiff realleges paragraphs 1-19, 21-28, inclusive, and incorporates them herein by reference.

30. After Yanny entered his appearance in the Aznarans' case and indicated to CSI's counsel that he represented Gerald

Armstrong as well, CSI brought suit against Yanny in the case of Religious Technology Center, et al. v. Joseph A. Yanny, et al., Los Angeles Superior Court No. BC 033035 ("RTC v. Yanny"). In that action, plaintiff sought and obtained a Temporary Restraining Order and a Preliminary Injunction against Yanny, which prohibit Yanny from aiding, advising, or representing, directly or indirectly, the Aznarans or Armstrong, on any matters relating to the plaintiff.

31. At the hearings before the Court on the temporary restraining order and the injunction, Yanny filed two declarations prepared and executed by Armstrong on July 16, 1991. The declarations were offered by Yanny as part of Yanny's defense, which was ultimately rejected by the Court when it issued its injunction.

32. Armstrong's aid to Yanny in the RTC v. Yanny case is a direct violation of Paragraphs 7(G) and 10 of the Agreement.

33. Armstrong attached as an exhibit to one of his July 16, 1991 declarations a copy of the Agreement, the terms of which he had agreed, pursuant to paragraph 18(D), to keep confidential. This disclosure of the terms of the Agreement is a violation of its non-disclosure provisions, requiring that Armstrong pay to CSI $50,000 in liquidated damages.

34. Despite demand by plaintiff, Armstrong has failed and refused to pay them the $50,000 owed in liquidated damages for this breach of the Agreement.

THIRD CAUSE OF ACTION

(Against All Defendants for Breach of Contract)

35. Plaintiff realleges paragraphs 1-19, 21-28 and 30-34,

inclusive, and incorporates them herein by reference.

36. After Yanny's substitution into the Aznarans' case was summarily vacated, Ford Greene was reinstated as Aznarans' counsel of record. Ford Greene's law offices are located in San Anselmo, California.

37. On or about August, 1991, Armstrong began working in Ford Greene's office as a paralegal on the Aznarans' case. When, thereafter, the Aznarans hired attorney John Elstead to represent them as well, Armstrong provided paralegal services to Elstead as well as Greene. Armstrong's employment in Greene's office has continued to the present. Armstrong's activities constitute a daily and continuing breach of his contract, rendering plaintiff's bargain a nullity.

38. Plaintiff CSI has already incurred, and continues to incur, damages as a direct and proximate result of Armstrong's provision of aid to Greene in the Aznarans' case. Those damages are not presently calculable and will cease only when Armstrong is ordered to stop his improper conduct. In no event, however, are they less than the jurisdictional minimum of this Court. Consequently, for this breach plaintiff seeks compensatory and consequential damages according to proof.

FOURTH CAUSE OF ACTION

(Against All Defendants for Breach of Contract)

39. Plaintiff realleges paragraphs 1-19, 21-28, 30-34 and 36-38, inclusive, and incorporates them herein by reference.

40. In addition to the paralegal services which Armstrong has provided to Ford Greene and John Elstead on the Aznarans' litigation, Armstrong also provided the Aznarans with a

declaration, dated August 26, 1991, and filed in the Aznarans' case. In that declaration, Armstrong describes some of his alleged experiences with and concerning plaintiff, and purports to authenticate copies of certain documents. These actions and disclosures are violations of paragraphs 7(G), 7(H) and 10 of the Agreement, requiring that Armstrong pay to CSI $50,000 in liquidated damages.

41. Despite demand by plaintiff, Armstrong has failed and refused to comply with the liquidated damages provision by paying $50,000 to plaintiff as demanded for this breach of the Agreement.

FIFTH CAUSE OF ACTION

(For Breach of Contract Against Armstrong)

42. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38 and 40-41, inclusive, and incorporates them hereby reference.

43. On or about March 19, 1992, Armstrong, acting through Ford Greene as his agent, transmitted a press release to various members of the media, including the Cable News Network, San Francisco Chronicle, San Francisco Examiner, and the Marin County Independent Journal. A true and correct copy of the press release is attached hereto as Exhibit B. Said press release violated the Agreement in that it constituted disclosures by Armstrong, through Ford Greene as his agent, of his experiences with Scientology as prohibited by paragraph 2. The following are the excerpts from the press release which violate paragraph 2:

a) "Can the Scientology organization purchase the free speech rights of Gerald Armstrong-the former in-house biographer researcher/archivist of cult leader, L. Ron Hubbard..."

> b) "A former high-ranking Scientologist for 12 years, Armstrong split with the group when it insisted he continue lying about the accomplishments Hubbard claimed to the public at large."
>
> c) "For years Scientology has treated Armstrong as a 'suppressive person' who was 'fair game.'"
>
> d) "Armstrong is resisting Scientology's high-powered attack in an effort to affirm his right to free speech to maintain vigilance for the truth."
>
> e) "(Scientology is) fabricating false scenarios in other court proceedings that Armstrong was an agent of the IRS out to destroy it."

44. In addition, the press release devotes an entire paragraph to a description of the lawsuit resulting from the Settlement Agreement and to a description of the Settlement Agreement itself:

> "After Armstrong beat Scientology's lawsuit against him in 1984, he was poised to prosecute his own claims. For millions of dollars, however, in 1986 Scientology settled with he and over 17 other Scientology knowledgeable individuals on the condition that those persons would forever keep silent, avoid giving sworn testimony by evading subpoenas, and never aid or assist anyone adverse to Scientology."

The distribution of the press release violated the provisions of paragraphs 7(D) and 18 of the Agreement.

45. By reason of the foregoing breach by Armstrong, plaintiff is entitled to $50,000 in liquidated damages and compensatory damages not presently known but believed to be in excess of the jurisdictional minimum of this Court.

SIXTH CAUSE OF ACTION

(For Breach of Contract by Armstrong)

46. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-4I and 43-45, inclusive, and incorporates them hereby by reference.

47. On or about March 19 and 20, 1992, Armstrong and Greene, acting as Armstrong's agent, granted the media additional interviews, which also violated paragraph 2 of the Agreement. During the course of his interview with the Cable News Network, for example, Armstrong stated, "I'm an expert in the misrepresentations Hubbard has made about himself from the beginning of Dianetics until the day he died." Attached hereto and incorporated herein by reference as Exhibit C is a true and correct transcription of the CNN broadcast which featured this statement made voluntarily by Armstrong in a media interview.

48. By reason of the foregoing breach of the Agreement, plaintiff is entitled to $50,000 in liquidated damages.

SEVENTH CAUSE OF ACTION

(Against Armstrong for Breach of Contract)

49. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-41, 43-45 and 47-48, inclusive and incorporates them herein by reference.

50. On or about February, 1992, Armstrong agreed to appear voluntarily as an "expert witness" in litigation known as Hunziker v. Applied Materials, No. 692629 S.C.S.C (the "Hunziker case"). The alleged subject of his "expertise" was Scientology. The defendants named in the Hunziker case include, *inter alia*, World Institute of Scientology Enterprises, Inc., which is a Scientology affiliated entity protected by the Agreement.

51. On or about February 21, 1992 and February 23, 1992, Armstrong met voluntarily with James Rummond and John Elstead, attorneys for the plaintiffs in the Hunziker case. During his meetings with these attorneys, Armstrong discussed his alleged

history and experiences with plaintiff and with other Scientology entities and individuals protected by the Agreement, and offered to appear for the plaintiffs as an "expert" on the subject of Scientology practices and beliefs.

52. On March 3, 1992, Armstrong voluntarily, and without the issuance of a subpoena by anyone, appeared for deposition in the Hunziker case and accepted a fee for his testimony from the defendants in that case of $1,000. During the course of the deposition, which lasted for approximately four hours, Armstrong testified at length concerning his alleged experiences with and concerning plaintiff and other Scientology affiliated entities and individuals protected by the Agreement, and concerning knowledge and information which he claimed to have concerning plaintiff and other Scientology affiliated entities and individuals.

53. During his deposition on March 3, 1992, Armstrong produced documents which he claimed to have reviewed in preparation for his testimony, in violation of paragraph 7(D) of the Agreement.

54. On or about March 12, 1992, Armstrong again appeared for deposition in the Hunziker case. This time, Armstrong claimed that he had been given a deposition subpoena not by the deposing attorney, but by attorney Elstead, and that Elstead had "filled out" the subpoena earlier that morning. Armstrong refused to produce a copy of the alleged subpoena, which had not been served on any of the parties to the case. In fact, Armstrong himself requested that Elstead issue him a subpoena on Sunday, March 8, 1992, after a temporary restraining order was

issued in this case. On March 8, 1992, Armstrong delivered additional documents to Elstead, again in violation of paragraph 7(D) of the Agreement.

55. Plaintiff learned in April, 1992, through review of the aforesaid deposition transcript, that since the signing of the Agreement, Armstrong had "taken it upon [him]self" to reacquire documents which he had previously returned to plaintiff "from whatever source." He produced many of those documents voluntarily, first to Elstead on March 8, 1992, and then to opposing counsel during the March 12, 1992 deposition.

56. These actions and disclosures are violations of Paragraphs 7(D), 7(G), 7(H) and 10 of the Agreement, requiring that Armstrong pay to CSI $250,000 in liquidated damages.

EIGHTH CAUSE OF ACTION

(Against Armstrong for Breach of Contract)

57. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-41, 43-45, 47-48, 50-56, inclusive, and incorporates them herein by reference.

58. On or about April 7, 1992, while testifying in the matter known as Church of Scientology v. Yanny, (No. BC 033035), Armstrong made the Settlement Agreement sued upon herein an exhibit to the deposition transcript. Said action was a breach of paragraph 18(D) of the Agreement which prohibits disclosure of the contents of the Agreement.

59. By reason of the foregoing breach of the Agreement, Plaintiff is entitled to $50,000 in liquidated damages, together with compensatory damages in an amount not presently known to plaintiff but believed to be in excess of the jurisdictional

minimum of this court.

NINTH CAUSE OF ACTION

(Against Armstrong for Beach of Contract)

60. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-41, 43-45, 47-48, 50-56 and 58-59, inclusive, and incorporates them herein by reference.

61. In breach of the provision of paragraph 7(E) of the Agreement, Armstrong failed to return a letter written by L. Ron Hubbard to the Federal Bureau of Investigation in 1955 and an internal communication known as "Technical Bulletin."

62. In breach of the provisions of paragraph 7(H) of the Agreement, Armstrong gave a declaration in the Aznaran litigation on August 26, 1991 in opposition to a motion to exclude expert testimony.

63. Said declaration attached as exhibits the two documents referred to in paragraph 61 above, in breach of the provisions of Paragraph 7(D) of the Agreement.

64. By reason of the breaches by Armstrong in paragraphs 7(E) and 7(H) of the Agreement, plaintiff has been damaged in an amount not presently known but believed to be in excess of the jurisdictional minimum of this Court.

65. By reason of the breach by Armstrong of paragraph 7(D) of the Agreement, plaintiff is entitled to liquidated damages in the amount of $50,000.

TENTH CAUSE OF ACTION

(Against Armstrong for Breach of Contract)

66. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-41, 43-45, 47-48, 50-56, 58-59 and 61-65, inclusive, and

incorporates them herein by reference.

67. Plaintiff learned in March, 1992, that during 1990 and 1991, Armstrong voluntarily provided aid and advice to Bent Corydon and to Corydon's attorney, Toby Plevin, in the conduct of litigation against plaintiff and affiliated entities in the case of Bent Corydon v. Church of Scientology International, et al., Los Angeles Superior Court Case No. C 694401.

68. Armstrong's voluntary provision of aid to Plevin to work on Corydon's litigation is a direct violation of paragraphs 7(G) and 10 of the Agreement.

69. As a direct and proximate result of Armstrong's breach of the Agreement by providing voluntary assistance to Plevin in Corydon's litigation, plaintiff has incurred damages which are not presently calculable. In no event, however, are they less than the jurisdictional minimum of this Court. Consequently, for this breach plaintiff seeks compensatory and consequential damages according to proof.

ELEVENTH CAUSE OF ACTION

(Against Armstrong for Breach of Contract)

70. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-41, 43-45, 47-48, 50-56, 58-59, 61-65, 67-69, inclusive, and incorporates them herein by reference.

71. On May 27, 1992, after plaintiff's motion for preliminary injunction in this matter had been argued, and while a determination of that motion was still pending, Armstrong voluntarily provided a declaration to Gary M. Bright and Jerold Fagelbaum, attorneys for defendants David Mayo, Church of the New Civilization, John Nelson, Harvey Haber, Vivien Zegel and Dede

Reisdorf in the consolidated cases of Religious Technology Center, et al. v. Robin Scott, et al., and Religious Technology Center, et al. v. Wollersheim, et al., United States District Court for the Central District of California, Case Nos. CV 85-711 JMI (Bx) and CV 85-7197 JMI (Bx) (the "Scott case"). The plaintiffs in the Scott case are plaintiff, Church of Scientology International, Church of Scientology of California, and Religious Technology Center, all entities specifically protected by the Agreement.

72. In his May 27, 1992 declaration, Armstrong purports to authenticate an earlier declaration which describes some of his alleged experiences with and concerning plaintiff, as well as a portion of a transcript which was ordered sealed in the earlier action between plaintiff and defendant. These actions and disclosures are violations of paragraphs 7(G), 7(H) and 10 of the Agreement, requiring that Armstrong pay to CSI $50,000 in liquidated damages.

73. As a direct and proximate result of Armstrong's breach of the Agreement by providing voluntary assistance to Bright and Fagelbaum in the Scott case, plaintiff has incurred additional damages which are not presently calculable. In no event, however, are they less than the jurisdictional minimum of this Court. Consequently, for this breach plaintiff also seeks compensatory and consequential damages according to proof.

TWELFTH CAUSE OF ACTION

(Against All Defendants for Breach of Contract)

74. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-41, 43-45, 47-48, 50-56, 58-59, 61-65, 67-69, 71-73,

inclusive, and incorporates them herein by reference.

75. Since August, 1991, Armstrong has worked as a paralegal for attorney Ford Greene. Mr. Greene's practice consists substantially of pressing claims by former Scientologists against the plaintiff and other individuals and entities identified in paragraph 1 as beneficiaries of the Agreement (collectively, "the Beneficiaries").

76. Among Mr. Greene's clients who are pressing claims against one or more of the Beneficiaries are Ed Roberts and Denise Cantin.

77. While working in Mr. Greene's office, Armstrong provided substantial paralegal assistance to Mr. Greene in the Ed Roberts and Denise Cantin matters. In the case of.Roberts, for example, Armstrong went to Colorado and interviewed Roberts in November, 1991, and has interviewed him at least seven times since then. In December, 1992, Armstrong even made a settlement demand to plaintiff's counsel on behalf of Roberts, without bothering to go through Roberts' attorney, Mr. Greene.

78. Armstrong's employment by Greene to work on the Roberts and Cantin matters is a direct violation of paragraphs 7(G) and 10 of the Agreement.

79. As a direct and proximate result of Armstrong's breach of the agreement by providing paralegal assistance to Greene on the Roberts and Cantin matters, plaintiff has incurred damages which are not presently calculable. In no event, however, are they less than the jurisdictional minimum of this Court. Consequently, for this breach plaintiff seeks compensatory and consequential damages according to proof.

THIRTEENTH CAUSE OF ACTION

(For Breach of Contract Against All Defendants)

80. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-41, 43-45, 47-48, 50-56, 58-59, 61-65, 7-69, 71-73 and 75-79, inclusive, and incorporates them herein by reference.

81. In or about November, 1992, in Los Angeles, California, Armstrong attended a convention of the Cult Awareness Network, an anti-religious group whose members advocate the kidnapping and "deprogramming" of persons belonging to groups which they label "cults." While at the convention, Armstrong provided a lengthy videotaped interview to deprogramming specialist Jerry Whitfield. A true and correct copy of the transcript of the videotape is attached hereto as Exhibit D. Said videotaped interview violates the Agreement in that it purportedly contains disclosures by Armstrong of his claimed experiences with Scientology as prohibited by paragraph 7(D) of the Agreement.

82. In addition, the videotaped interview devotes an entire section to a description of the earlier action resulting from the Settlement Agreement and to a description of the Settlement Agreement itself. The making of the videotape violated the provisions of paragraphs 7(D) and 18 of the Agreement.

83. In addition, plaintiff is informed and therefore believes that Armstrong has distributed the videotape to persons other than Whitfield, the number of which plaintiff has still to ascertain. The provision of the videotape by Armstrong to any person additionally violates paragraphs 7(D) and 18 of the Agreement.

84. In addition, while at the CAN convention, Armstrong

spoke with approximately fifty (50) people, and willingly disclosed to them his claimed experiences with Scientology, in violation of paragraphs 7(D) and 18 of the Agreement.

85. By reason of the foregoing breaches by Armstrong, plaintiff is entitled to at least $150,000 in liquidated damages, and further liquidated damages subject to proof.

FOURTEENTH CAUSE OF ACTION

(For Breach of Contract Against All Defendants)

86. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-41, 43-45, 47-48, 50-56, 58-59, 61-65, 67-69, 71-73, 75-79 and 81-85, inclusive, and incorporates them herein by reference.

87. On or about December 22, 1992, Armstrong sent a letter to, inter alia, Malcolm Nothling, Ed Roberts, Lawrence Wollersheim, Richard Aznaran, Vicki Aznaran, Richard Behar, Ford Greene, Paul Morantz, Joseph A. Yanny, Toby L. Plevin, Graham E. Berry, Stuart Cutler, Anthony Laing, John C. Elstead, Fr. Kent Burtner, Margaret Singer, Cult Awareness Network and Daniel A. Leipold. Each of these individuals or organizations is (a) engaged in litigation against plaintiff and/or other Beneficiaries; (b) an avowed adversary of plaintiff and/or other Beneficiaries; and/or (c) an attorney who represents or has represented litigants and/or adversaries of plaintiff and/or other Beneficiaries. A true and correct copy of the letter sent by Armstrong is attached hereto as Exhibit E. Said letter violates the Agreement in that it contains purported disclosures by Armstrong of his claimed experiences with Scientology as prohibited by paragraph 7(D).

88. In addition, the letter devotes an entire section to a

description of the earlier action resulting from the breaches of the Settlement Agreement and to a description of the Settlement Agreement itself. The sending of the letter to plaintiff's adversaries violated the provision of paragraph 7(D) of the Agreement.

89. By reason of the foregoing breach of the Agreement, plaintiff is entitled to $950,000 in liquidated damages.

FIFTEENTH CAUSE OF ACTION

(Against All Defendants for Breach of Contract)

90. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-41, 43-45, 47-48, 50-56, 58-59, 61-65, 71-73, 75-79, 81-85 and 87-89, inclusive and incorporates them herein by reference.

91. According to Armstrong, sometime between December 22, 1992 and March 10, 1993, he spoke at an event at which approximately 30 to 40 people were present. At this event, Armstrong spoke of, inter alia, his claimed experiences with Scientology, in violation of at least paragraphs 7(D) and 18 of the Agreement, and received monetary compensation for his speech.

92. By reason of the foregoing breach of the Agreement, plaintiff is entitled to $50,000 in liquidated damages.

SIXTEENTH CAUSE OF ACTION

(Against All Defendants for Breach of Contract)

93. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-41, 43-45, 47-48, 50-56, 58-59, 61-65, 71-73, 75-79, 81-85, 87-89, 91-92, inclusive, and incorporates them herein by reference.

94. In or about June, 1993, Armstrong gave an interview to one or more reporters from Newsweek magazine, which also violated

paragraph 7(D) of the Agreement. Plaintiff is informed, and therefore believes, that during the course of his interview with the Newsweek reporter(s), whose identity is known to defendants but not to plaintiff, Armstrong stated that the Founder of the Scientology faith, L. Ron Hubbard, wanted "rich Scientologists to buy huge quantities of [The Way to Happiness] for distribution. He wanted to go down in history as a scientist or a philosopher or both." Attached hereto and incorporated herein by reference as Exhibit F is a true and correct copy of the Newsweek article which featured this statement made voluntarily by Armstrong in a media interview. The provision of this interview by Armstrong violated the provisions of paragraphs 2, 7(D) and 18 of the Agreement.

95. By reason of the foregoing breach of the Agreement, plaintiff is entitled to $50,000 in liquidated damages.

SEVENTEENTH CAUSE OF ACTION

(Against All Defendants for Breach of Contract)

96. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-41, 43-45, 47-48, 50-56, 58-59, 61-65, 67-69, 71-73, 75-79, 81-85, 87-89, 91-92 and 94-95, inclusive, and incorporates them herein by reference.

97. In or about August, 1993, Armstrong gave an interview to one or more reporters from Entertainment Television, with the intention that the reporters broadly republish the interview on national television, which also violated paragraph 7(D) of the Agreement. During the course of his interview with the Entertainment Television reporter(s), whose identity is known to defendants but not to plaintiff, Armstrong made statements

concerning his claimed experiences with Scientology. Further, Armstrong provided to Entertainment Television a copy of a manuscript entitled: "ONE HELL OF A STORY An Original Treatment Written for Motion Picture Purposes Created and Written by Gerald Armstrong" (hereinafter, "the treatment"). Plaintiff is informed and believes that the treatment so provided includes detailed descriptions of Armstrong's alleged experiences in and concerning Scientology, including a description of Church scriptures which are considered sacred and confidential by the Church. Portions of the Armstrong interview and the treatment were shown on Entertainment Television's "Entertainment Tonight" show on August 5, 1993. The provision of this interview and the treatment by Armstrong to Entertainment Television violated the provisions of at least paragraphs 7(D) and 18 of the Agreement.

98. By reason of the foregoing breach of the Agreement, plaintiff is entitled to $50,000 in liquidated damages.

EIGHTEENTH CAUSE OF ACTION

(Against All Defendants for Injunctive Relief)

99. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-41, 43-45, 47-48, 50-56, 58-59, 61-65, 67-69, 71-73, 75-79, 81-85, 87-89, 91-92, 94-95, 97-98, inclusive, and incorporates them herein by reference.

100. In or about June 1993, defendant Armstrong caused the formation of and became a director and officer of a Colorado corporation which he called Fight Against Coercive Tactics, Inc. ("FACTI"). One of the avowed purposes of this corporation is to foment civil litigation against plaintiff and the other entities and individuals protected by the Agreement. Armstrong formed

FACTI to implement his plan to foment such litigation.

101. Armstrong has established FACTI to create an electronic "library" that would feature, inter alia, hundreds of documents, declarations, exhibits and arguments prepared by Armstrong which discuss and pertain to the Beneficiaries, and to attempt to "shelter" these contractual breaches under a corporate name and the rubric of First Amendment privilege.

102. Armstrong has provided an entire assortment of documents to FACTI for its electronic library, including a copy of the settlement agreement herein, scores of declarations, and documents which Armstrong retained in violation of paragraph 7(E) of the Agreement. Providing these documents to FACTI with the intention that FACTI distribute them to others, including but not limited to other litigants, is a breach of paragraphs 7(H) and 7(D) of the Agreement.

103. In or about January, 1994, Armstrong, using FACTI, sent a mass mailing to an as yet unascertained number of people, including members of the Scientology faith. In the mailing, Armstrong exhorts recipients to bring civil actions against the Church, stating that he is collecting negative information about the plaintiff "to assist ongoing litigation." Further, Armstrong requests the addresses of and ways to contact the family members of senior Church executives, an action which is clearly intended for the purpose of harassment.

104. To further the fomenting of litigation, the mailing contains a list, based on rumor, falsehood and innuendo, of persons supposedly harmed or injured by their belief in the Scientology religion. Plaintiff is informed and believes that

Armstrong, using FACTI as his cover, provided that list to Graham Berry, an attorney representing defendant Uwe Geertz in the case of Church of Scientology International v. Steven Fishman, et al., United States District Court for the Central District of Los Angeles, Case No. 91-6426 HLH (Tx), which Berry then used against the Church in that action.

105. Armstrong's provision of assistance to Geertz and scores of other as yet unidentified would-be litigants is a direct violation of paragraphs 7(G) and 10 of the Agreement.

106. As a direct and proximate result of Armstrong's breach of the agreement via FACTI, plaintiff has incurred damages which are not presently calculable. In no event, however, are they less than the jurisdictional minimum of this Court. Consequently, for this breach plaintiff seeks compensatory and consequential damages according to proof.

NINETEENTH CAUSE OF ACTION

(Against Armstrong for Breach of Contract)

107. Plaintiff realleges paragraphs 1-19, 21-28, 30 -34, 36-38, 40-41, 47-48, 50-56, 58-59, 61-65, 67-69, 71-73, 75-79, 81-85, 87-89, 91-92, 94-95, 97-98, and 100-106, inclusive, and incorporates them herein by reference.

108. On or about February 22, 1994, Armstrong voluntarily provided a declaration to Graham E. Berry, Gordon C. Calhoun, and the law firm of Lewis, D'Amato, Brisbois & Bisgaard, attorneys for defendant Uwe Geertz in the case of Church of Scientology International v. Steven Fishman and Uwe Geertz, United States District Court for the Central District of California, Case No. CV 91-6426 HLH (Tx). The declaration consists of a 14-page

discussion of his claimed experiences with and concerning plaintiff.

109. In his February 22, 1994 declaration, Armstrong also purports to authenticate a document which he titles "Find a Better Basket," and which he claims is both a literary work and a declaration. Armstrong further claims that "Find a Better Basket" describes some of his alleged experiences with and concerning plaintiff.

110. These actions and disclosures are violations of paragraphs 7(G), 7(H) and 10 of the Agreement, requiring that Armstrong pay to CSI $50,000 in liquidated damages.

111. As a direct and proximate result of Armstrong's breach of the Agreement by providing voluntary assistance to Berry and Calhoun in the Fishman case, plaintiff has incurred additional damages which are not presently calculable. In no event, however, are they less than the jurisdictional minimum of this Court. Consequently, for this breach plaintiff also seeks compensatory and consequential damages according to proof.

TWENTIETH CAUSE OF ACTION

(Against All Defendants for Injunctive Relief)

112. Plaintiff realleges paragraphs 1-19, 21-28, 30-34, 36-38, 40-41, 47-48, 50-56, 58-59, 61-65, 67-69, 71-73, 75-79, 81-85, 87-89, 91-92, 94-95, 97-98, 100-106 and 108-111, inclusive, and incorporates them herein by reference.

113. On or about April 28, 1993, plaintiff learned that Armstrong intended to appear that day on radio station KFAX and disclose his claimed experiences with Scientology. Plaintiff's counsel, Laurie Bartilson, faxed a letter to Armstrong and his

attorney, informing him that plaintiff would consider any such appearance to be a violation of the Agreement, and would subject Armstrong to the liquidated damages provision contained therein. In response, Armstrong sent a letter to Ms. Bartilson which stated, inter alia,

> Your threat that you will subject me to the liquidated damages provision of the settlement agreement for appearing on KFAX is obscene. Even its inclusion in the settlement agreement; that is $50,000.00 per word I write or speak about your organization is obscene....

In addition, Armstrong asserted that settlement agreements were an "antisocial policy" of plaintiff. He stated that he would not stop making media appearances and speeches, and that he had more planned for the near future if plaintiff did not immediately accede to his demands:

> I expect to be doing various media appearances in the near future and talks to various groups, including one I have already agreed to with a university psychology class. I think it would be very beneficial, therefore, to resolve our differences as soon as possible by your organization's clear repudiation of its antisocial policies and practices, so that I can have good things to report at these talks.

114. In or about June, 1993, Armstrong made good his threats, and gave an interview to a reporter(s) from Newsweek magazine, as described in paragraph 94, supra.

115. On July 2, 1993, again making good his threats, Armstrong appeared in Los Angeles, California at the Los Angeles Superior Court. He attended a hearing in the Wollersheim II case, and afterwards gave an interview to a reporter who claimed to be "working on a story," but refused to identify himself.

116. In or about August, 1993, Armstrong gave an interview to reporters from Entertainment Television, as described in

paragraph 97, supra.

117. In or about August, 1993, Armstrong delivered to Entertainment Television a motion picture "treatment" concerning his experiences in and concerning Scientology, and told reporters for Entertainment Television that he was trying to "sell" the treatment, and have his claimed experiences portrayed in a motion picture.

118. In his February 22, 1994 declaration, which Armstrong provided to attorneys for litigant Uwe Geertz, Armstrong purported to authenticate a document which he titles "Find a Better Basket." Armstrong further claims that "Find a Better Basket" supposedly describes some of his alleged experiences with and concerning plaintiff is the treatment for a screenplay which he hopes to sell.

119. As described in paragraphs 100-103, supra, Armstrong has, in concert with others, created a computer bulletin board which has as its purpose facilitating continuous breaches of the Agreement by electronic means.

120. As a direct and proximate result of Armstrong's breach of the Agreement by disclosing his experiences, by making media appearances, by repeatedly providing assistance to litigants, would-be claimants and their attorneys, and by creating and operating FACTI, which breaches are persistent and continuing, CSI is and will continue to be irreparably harmed, and unless Armstrong and those acting in concert with him are preliminarily and permanently enjoined from continuing that unlawful conduct, further irreparable harm will be caused to CSI.

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ON THE FIRST CAUSE OF ACTION

1. For compensatory and consequential damages according to proof.

2. For attorneys' fees and costs of suit.

ON THE SECOND CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For attorneys' fees and costs of suit.

ON THE THIRD CAUSE OF ACTION

1. For compensatory and consequential damages according to proof.

2. For attorneys' fees and costs of suit.

ON THE FOURTH CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For attorneys' fees and costs of suit.

ON THE FIFTH CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For compensatory and consequential damages according to proof.

3. For attorneys' fees and costs of suit.

ON THE SIXTH CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For attorneys' fees and costs of suit.

ON THE SEVENTH CAUSE OF ACTION

1. For liquidated damages in the amount of $250,000.

2. For attorneys' fees and costs of suit.

ON THE EIGHTH CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For attorneys' fees and costs of suit.

ON THE NINTH CAUSE OF ACTION

1. For compensatory and consequential damages according to proof.

2. For liquidated damages in the amount of $50,000.

3. For attorneys' fees and costs of suit.

ON THE TENTH CAUSE OF ACTION

1. For compensatory and consequential damages according to proof.

2. For attorneys' fees and costs of suit.

ON THE ELEVENTH CAUSE OF ACTION

1. For compensatory and consequential damages according to proof.

2. For liquidated damages in the amount of $50,000.

3. For attorneys' fees and costs of suit.

ON THE TWELFTH CAUSE OF ACTION

1. For compensatory and consequential damages according to proof.

2. For attorneys' fees and costs of suit.

ON THE THIRTEENTH CAUSE OF ACTION

1. For liquidated damages of $150,000, and further liquidated damages according to proof.

2. For attorneys' fees and costs of suit.

ON THE FOURTEENTH CAUSE OF ACTION

1. For liquidated damages in the amount of $950,000.

2. For attorneys' fees and costs of suit.

ON THE FIFTEENTH CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.

2. For attorneys' fees and costs of suit.

ON THE SIXTEENTH CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.
2. For attorneys' fees and costs of suit.

ON THE SEVENTEENTH CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.
2. For attorneys' fees and costs of suit.

ON THE EIGHTEENTH CAUSE OF ACTION

1. For compensatory and consequential damages according to proof.
2. For attorneys' fees and costs of suit.

ON THE NINETEENTH CAUSE OF ACTION

1. For liquidated damages in the amount of $50,000.
2. For compensatory and consequential damages according to proof.
3. For attorneys' fees and costs of suit.

ON THE TWENTIETH CAUSE OF ACTION

1. For a preliminary and permanent injunction prohibiting and restraining all defendants, including Armstrong, from violating any of the provisions of the Agreement, including the provisions of paragraphs 7(D), 7(E), 7(G), 7(H) and 18(D).

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ON ALL CAUSES OF ACTION

1. For such other and further relief as the Court may deem just and proper.

DATED: April 4, 1994

BOWLES & MOXON

By:
Laurie J. Bartilson
Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

H:\ARMSTRON\NEWCOMP

VERIFICATION

I, LYNN R. FARNY, declare as follows:

I am Secretary of the Plaintiff, Church of Scientology International, in the above-entitled matter. I have read the foregoing Verified Second Amended Complaint for Damages and for Preliminary and Permanent Injunctive Relief for Breach of Contract and know the contents thereof, which are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

I declare under the penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed on April 4, 1994, at Los Angeles, California.

LYNN R. FARNY